

LiFIT Service Terms of Use

These Terms of Service hereby set out the terms and conditions related to use of IoT services (name of the services: "LiFIT"; hereinafter referred to as the "Service(s)") using the apartment intercom system provided by Panasonic Electric Works Co., Ltd. (hereinafter referred to as the "we," "us," or "our") and apply to all Users. A User shall utilize the Services after consenting to the content hereof.

Article 1 Modification of these Terms of Service

1. We may change these Terms of Service as of a date of modification that we determine after providing a User with notification to such effect without obtaining the consent of the User and granting a reasonable advance period of time; provided, however, that we may make minor changes hereto that would be unlikely to impact a User's rights and benefits without providing the User with notification to such effect.
2. Notwithstanding the preceding Paragraph, if the consent of a User is legally necessary for modification hereof, we shall obtain the same after providing the User with notification to such effect and with granting a reasonable advance period of time; provided, however, that if a User utilizes the Services on or after the date of modification hereof, such User shall be deemed to have consented to modification hereof.
3. In the case referred to in the preceding Paragraph, if a User does not consent to modification hereof, the User shall end use of the Services, and if it is difficult to continue a Service Contract, a Contracting Party shall terminate it in accordance with Paragraph 1 of Article 31 (Termination by a Contracting Party).

Article 2 Application

1. Detailed information about the Services shall be set out in instruction manuals.
2. These Terms of Service shall constitute a Service Contract together with instruction manuals and an application form.
3. If there is contradiction among an application form, instruction manuals, and these Terms of Service, the documents shall be applicable in the following order of priority: the application form, instruction manuals, and these Terms of Service.

Article 3 Definition of Terms

The terms used herein shall be defined as follows.

- (1) The term "Service Contract" refers to a service contract related to the Services established between us and a Contracting Party.
- (2) The term "Property" refers to a property at which the Services are supplied in accordance with a

Service Contract.

- (3) The term "Contracting Party(ies)" refers to a company or a management association using the Services by executing a Service Contract related to the Services.
- (4) The term "User(s)" collectively refers to the following parties.
 - Contracting Party
 - Outsourcing companies related to a Contracting Party using the Services pursuant to Paragraph 2 of Article 6
 - Person who is a resident in the Property using the Services via the House Information Panel of his or her residence or the App
- (5) The term "App" refers to a dedicated smartphone app used for the Services.
- (6) The term "Associated System(s)" refers to equipment, systems, servers, and software associated with the Services.
- (7) The term "Server" refers to a cloud server that we are authorized to manage.
- (8) The term "System" refers to our Apartment Intercom System.
- (9) The term "House Information Panel" refers to the intercom base unit installed within each residence.
- (10) The term "Linked Equipment" refers to equipment, such as housing equipment, household appliances, and air conditioners linked through the System as well as local networks in the Property.
- (11) The term "Account" refers to an account issued by us to a Contracting Party for using the Services.
- (12) The term "Data" refers to information entered by a User via the Services and uploaded on the Server (including distribution information) as well as information acquired via the System and transmitted to the Server in order to provide the Services.
- (13) The term "Distribution Information" refers to information given by a Contracting Party to a User who is a resident in the Property via the Services' bulletin board function.
- (14) The term "Log Data" refers to data information (including, but not limited to operation log data) on usage status, frequency of use, and load on the Associated Systems obtained by us in the process of supply of the Services as well as other types of information related to use of the Services by Users.
- (15) The term "Act on the Protection of Personal Information, etc." refers to the Act on the Protection of Personal Information and other laws and regulations, and instructions from the competent authorities and the like.
- (16) The term "Personal Information, etc." refers to information to which the Act on the Protection of Personal Information are applicable.
- (17) The term "Affiliated Company(ies)" refers to a company in which a party directly or indirectly holds a majority of voting rights, a company that directly or indirectly holds a majority

of voting rights of a party, and a company whose majority of voting rights are held directly or indirectly by the holder who has the majority of voting rights of a party directly or indirectly.

Article 4 Supply Areas

The supply areas of the Services shall be limited to areas inside Japan, and a User shall utilize the Services within Japan only.

Article 5 Application

A person who intends to execute a relevant contract for the Services shall apply for use of the Services to us via our prescribed application form after consenting hereto. When we accept an application, a Service Contract shall be established.

Article 6 Use by a Contracting Party of the Services

1. The Services may be used on or after the date of commencement of use determined in an application form.
2. If a Contracting Party consigns its own operation related to the Services to a management company or another third party, it may cause the relevant outsourcing company to use the Services. In such case, such Contracting Party shall thoroughly familiarize the relevant outsourcing company with the content hereof and shall assume liability to us for the compliance of such outsourcing company with the content hereof.
3. Notification provided by us as set forth herein and a Service Contract to a Contracting Party shall be provided via the method of mailing the same to the address of the relevant Property in writing and/or via another method that we deem appropriate. Written notification that is transmitted by mail shall be deemed to have been provided at the time at which we dispatch the same. An outsourcing company set forth in the preceding Paragraph shall be considered to be integral with a Contracting Party, we shall not provide such outsourcing party with our notification separately from the Contracting Party, and the Contracting Party shall disseminate the information in our notification to such outsourcing party.
4. If changes occur to the content determined in an application form, the relevant Contracting Party shall notify us to such effect in writing without delay.

Article 7 Use of the Services by a Resident

1. A resident in the Property may use the Services via the House Information Panel of his or her residence or through the App pursuant to a Service Contract. When a resident in the Property commences use of the Services, such resident shall be required to complete procedures prescribed by us, including CLUB Panasonic membership registration.
2. Notification set forth herein by us to a resident in the Property and who is a User shall be made via

push notification to the House Information Panel or the App and such notification shall be deemed to have been provided at the time of dispatching thereof by us, regardless of whether or not the User receives or views the same.

3. A resident in the Property may cease use of the Services via the App through any of the following methods; provided, however, that the bulletin board function may continue to be used via the House Information Panel.
 - (1) Conduction of relocating operation via the House Information Panel or the App
 - (2) Deletion of the App from a smartphone
 - (3) Completion of the procedures for withdrawal from CLUB Panasonic
4. If a User ceases to use the Services, the User consents to deletion in whole or in part of the Data related to such User.

Article 8 Management of the Account

1. We shall issue the Account for a Contracting Party to use the Services.
2. A Contracting Party shall manage the Account with the due care of a prudent manager and shall undertake necessary security measures, including password setting.
3. A Contracting Party shall not allow a third party to use the Account (excluding the outsourcing company set forth in Paragraph 2 of Article 6 (Use by a Contracting Party of the Services)), and use of the Services via the Account shall be deemed to be use thereof by such Contracting Party.
4. We shall not assume any liability for damage caused to a User due to insufficient management, erroneous use, unauthorized use of the Account and/or passwords by a Contracting Party, etc., if any.

Article 9 Usage Fees

1. A Contracting Party shall pay to us usage fees set forth in an application form. Usage fees shall accrue starting on the first day of the month following the month to which the date of commencement of use belongs.
2. A Contracting Party shall pay to us initial costs and other costs set forth in an application form that the Contracting Party bears, if any.
3. We shall not refund usage fees, initial costs, or other costs incurred by a Contracting Party for any reason.
4. A User shall pay all usage fees set forth in a Service Contract, regardless of the number of days for instances of use of the Services, including cases in which a User terminates a Service Contract in the middle of a period of use and cases in which we terminate a Service Contract in accordance with Paragraph 6 of Article 28 (Exclusion of Antisocial Forces) or Article 32 (Termination by Us).

Article 10 Delay Damages

If a User delays payment of usage fees, initial costs, and/or other costs, we may claim from the User delay damage at an annual interest of 14.6%.

Article 11 Usage Period

The usage period for the Services shall be set out in an application form. Unless neither a User nor we provide written notification prescribed by us to the effect that the content of a Service Contract is to be modified or to the effect that no Service Contract is to be renewed three months prior to the day of expiration of a usage period, such period of use shall be automatically renewed for a further one year.

Article 12 Bearing of Costs

A User shall bear costs for communication equipment related to the System, the Linked Equipment, smartphones, a wireless LAN router, a wireless gateway, a wireless adapter, etc. necessary for using the Services, costs related to equipment and devices, such as smartphones and personal computers, as well as costs related to connection with network service providers, other forms of communication, etc.

Article 13 Liability Assumed by User

1. A User shall perform setup and operation of the System and the Linked Equipment using the Services as well as perform other use of the Services at the User's own liability.
2. A User shall install, set up, maintain, and control (including by maintaining software to the latest version, such as through OS and security patch of terminal equipment) the System, the Linked Equipment, communication equipment, communication lines, terminal equipment (e.g., smartphones and personal computers) necessary for normal use of the Services at the User's own liability.
3. A User consents that such User shall update software, such as the System's firmware, on a timely basis within the scope necessary for us to normally use the System and the Services and consents that such User shall observe the instructions separately provided on the screen of the House Information Panel and the App, instruction manuals, etc., such as nonuse of the System during such updating. As a result of nonobservance by the User of such instructions, if damage is caused, such as a System's failure, etc., the User shall assume any and all liability therefor.
4. If a User does not observe the method of use, procedures, etc. prescribed under these Terms of Service, and the like, if a User does not observe our instructions separately provided on the screen of the House Information Panel and the App, or for a reason attributable to such User, the User shall assume any and all liability for inability to use the Services in whole or in part.
5. If a User receives an inquiry, allegation, etc. from another User or any third party use of the Services or enters into a dispute with another User, the User in question shall handle and resolve the same at its own cost and liability; provided, however, that if the aforementioned inquiry, allegation, etc. are caused for a reason attributable to us, we shall handle and resolve the same or the User shall be compensated

for damage, such as costs required for handling and resolving the same within the scope set forth in Article 26.

6. If a User causes damage to us, another User, or a third party due to violation of these Terms of Service, etc. for use of the Services, the violating User shall compensate any party that incurs such damage for damage at the violating User's own cost and liability.
7. If a User accesses websites other than the websites related to the Services (hereinafter referred to as the "External Site(s)") from links posted on the screen of the Services, the User shall view the External Sites and utilize services supplied via the External Sites (hereinafter referred to as the "External Service(s)") at the User's own cost and liability.
8. If a resident in the Property moves out of a dwelling unit of the Property or transfers or leases the same to a third party, such resident shall conduct relocating operation via the House Information Panel or the App and delete the App via a smartphone.

Article 14 Intellectual Property Rights

1. Except where expressly required hereunder, expressed or implied, these Terms of Service shall not transfer rights or license to a Contracting Party with regard to any of our software, services, technologies, or intellectual property rights.
2. We may freely use proposals, suggestions, and other feedback provided by Users to us relating to the Services without the assumption of any obligation or any restriction. If contradiction occurs between these Terms of Service and other regulations, these Terms of Service shall have priority.
3. A User shall maintain copyright notices, trademarks, logos, trade names, other notices, and product identification elements displayed via the Services, associated documents, etc. and shall not delete or alter the same.
4. A User consents to use of the Data that we statistically process excluding the Distribution Information in terms of the Services.
5. A User consents that programs related to the Services contain open source components (i.e., freely used components based on the prerequisite that obligations are to be fulfilled regarding disclosure and distribution of the same via the source code form or the object code form of programs based on the aforementioned source code or licensing the same to a given third party).

Article 15 Prohibitions

A User shall be prohibited from conducting the following acts in terms of use of the Services.

- (1) Act of using the Services based on nonobservance of methods and precautions regulated in instruction manuals, etc.
- (2) Act of decoding source codes by way of reverse engineering, disassembly, etc. of the programs which comprise the Services

- (3) Act of altering some or all of programs, etc. that constitute the Services or the information provided by us in terms of the Services or act of creating derivative works through use of such programs, etc. or the information
- (4) Act of hindering smooth function supply and operation of the System and our equipment, systems, or servers associated with the Services, such as through use of the Services such that extreme load is imposed on the Server
- (5) Act of impersonating a third party
- (6) Act equivalent to unauthorized access or tracking
- (7) Act of special access in cases other than use via a web browser within a normal scope
- (8) Act of using or supplying harmful programs, such as computer viruses via or relating to the Services or action causing the risk thereof
- (9) Act of falsifying or deleting information on the Server
- (10) Act of creating or storing data in the Server that deviates from the purpose of use of the Services
- (11) Act of infringing our or a third party's intellectual property rights or other rights or benefits or act causing the risk thereof
- (12) Act of causing a third party to misunderstand the Services as services provided by a Contracting Party, or act causing the risk thereof
- (13) Act of infringing a third party's intellectual property rights, privacy, or right of portrait or act causing the risk thereof
- (14) Act of discrediting us or the Services or act causing the risk thereof
- (15) Act against laws, regulations, and/or public policy, or act causing the risk thereof
- (16) Act of providing the Distribution Information via the Services, including the Prohibited Content set forth in Paragraph 2 of Article 19 (Liability for the Distribution Information)
- (17) Act of using the Services for profit purposes
- (18) Other act which we deem inappropriate and notify a User prohibition of it

Article 16 Suspension of Use of the Services

If any of the following cases is applicable, we may suspend use of the Services by the relevant User immediately without providing such User with prior notification.

- (1) If any act prohibited hereunder is conducted
- (2) If a Contracting Party delays payment of a usage fee
- (3) If a User breaches obligations under a Service Contract in addition to (1) and/or (2) being applicable
- (4) If a User who is a resident in the Property has lost qualification for CLUB Panasonic membership
- (5) If we determine that utilization by a User of the Services would be remarkably inappropriate

Article 17 Handling of the Distribution Information

1. Based on consignment by a Contracting Party of the handling of information (including acquisition thereof) related to the bulletin board function, such as the Distribution Information, previously read information thereof and questionnaire replies entered via the House Information Panel (hereinafter referred to as the "Distribution Information, etc.") we shall be entrusted therewith, in order to supply the Services.
2. Regarding the Distribution Information, etc. stored in the Server, in accordance with our information security standards, we shall undertake security control measures pursuant to reasonable security standards that are more stringent than those we use when storing the same type of information. Our liability related to information security shall be limited to maintenance of the aforementioned security control measures, and we do not warrant that issues related to information security will not occur.
3. We may access, handle, and use the Distribution Information, etc. for the following purposes. We shall not use the Distribution Information, etc. for purposes other than the intended purposes without obtaining the prior consent of the relevant Contracting Party.
 - (1) Supply of the Services to a Contracting Party
 - (2) Maintenance and support set forth in Article 20 as well as other services incidental upon the Services
 - (3) Amelioration and improvement of the System and the Services
4. We may duplicate the Distribution Information, etc. within the scope necessary for the purpose of use set forth in Paragraph 3 without obtaining the prior consent of a Contracting Party.
5. If the Distribution Information, etc. is leaked, lost, or damaged, we shall promptly notify a Contracting Party thereof and respond as determined through mutual consultation with the Contracting Party.
6. If a Contracting Party seeks report on the condition of management of the Distribution Information, etc., submission of related materials, or conduction of an audit , the Contracting Party shall contact us in advance and we shall cooperate as determined through mutual consultation with the Contracting Party.
7. We request that a Contracting Party delete the Distribution Information, etc. on its own, and we shall not be obligated to delete, destroy, or return the same.
8. If we reassign to a third party handling of the Distribution Information, etc., we shall cause such third party to observe the content of this Article.

Article 18 Analysis, Deletion, etc. of Data

1. A User shall consent beforehand to our right to analyze the Data, handled and processed Data in the process of supplying of the Services, and Log Data and to access the content of relevant information, in order to perform maintenance and support
2. We shall create and use statistical information based on the Log Data.

3. If a Service Contract is terminated or if individual Users suspend use of the Services, we may delete the Data related to such Users in whole or in part. In such case, we shall not be obligated to allow a User to access and utilize the Data, or make the Data available for a User.

Article 19 Liability for the Distribution Information

1. A Contracting Party shall enter, upload, delete, and backup the Distribution Information in terms of the Services, and conduct any other management thereof at its own liability.
2. We shall prohibit a Contracting Party from distributing the information containing the following content (hereinafter referred to as the "Prohibited Content") via the Services.
 - (1) Content that violates laws, regulations, or public policy
 - (2) Content that infringes a third party's rights
 - (3) Content related to an individual's privacy beyond the limit necessary for dwelling management, such as including personal information other than that of the resident of the delivery address
 - (4) Advertisement and solicitation
 - (5) Content that may cause a User to be repulsed
 - (6) Content that goes against our benefits, such as advertisements of products in competition with our products and content that besmirches us and our products
 - (7) Content reported by us to a Contracting Party that we deem as inappropriate and as being the Prohibited Content
3. We shall not assume any liability for supervision of the Distribution Information; provided, however, that if any of the following cases is applicable, we may access, use, delete, or disclose the content of relevant Distribution Information to any third party, and may suspend distribution thereof without prior notification to a Contracting Party. In such case, regardless of whether our judgement is correct or erroneous, we shall not be liable for the restoration of deleted information.
 - (1) If we deem that the relevant Distribution Information is likely to contain the Prohibited Content
 - (2) If it is necessary to protect a User's or a third party's life, body, and other important rights
 - (3) If it is necessary to disclose or submit the relevant Distribution Information due to an order, etc. by a court or another public office that is legally authorized to give such an order

Article 20 Maintenance and Support

1. If a User understands that failure has occurred regarding the Services, such User shall promptly notify our support desk that is identified in instruction manuals.
2. If we understand that failure has occurred regarding the Services, we shall endeavor to restore such Services with commercially reasonable efforts; however, we do not warrant such restoration.

Article 21 Reconsignment

We may consign to a third party operations related to the Services in whole or in part. In such case, we shall impose the same scope of obligations as that binding upon us set forth herein upon such outsourcing company and shall be jointly and severally liable for performance thereof.

Article 22 Interruption of Supply of the Services

1. In cases specified as follows or if there exist other reasonable causes, we shall temporarily interrupt supply of the Services in whole or in part.
 - (1) If care or maintenance of the Associated Systems is periodically or urgently conducted
 - (2) If it becomes impossible to supply the Services such as that a telecommunications carrier suspends supply of telecommunications services or that abnormalities occur to communication lines used for supply of the Services
 - (3) If failure occurs to the Associated Systems
 - (4) If we deem it necessary to temporarily suspend use of the Services due to fire, blackout, act of Gods, virus attack, other external factors, or force majeure
 - (5) If we deem it necessary to temporarily suspend use of the Services for a management, administration, or technical reason
2. We shall notify a resident in the Property who uses the Services of server maintenance for the Associated Systems one month prior thereto and if we temporarily suspend supply of the Services, we shall notify the resident in the Property in advance, in principle; provided, however, that we may not provide any notification if impact is minor and may not provide prior notification in nature, for a reason of emergency, etc.

Article 23 Modification of the Services

1. We may modify the Services for the following reasons and other reasons (hereinafter referred to as the "Service Modification").
 - (1) Version upgrading
 - (2) Modification of firmware for the System's devices
 - (3) Bug fixing
 - (4) Security measures
 - (5) Addition of functions and content
 - (6) Modification of usage conditions
2. The Service Modification shall include amending and abolishing of the Services in part, modification of the content of instruction manuals, and change of conditions relating to environments, etc. required to use the Services.
3. There are cases in which unexpected impact may occur due to the Service Modification and cases in which it may not be possible to use the Services the same as before the modification.

4. If the Service Modification impacts utilization by a User, we shall notify such User of the content and date of modification by setting a prior reasonable period to come into effect; provided, however, that under unavoidable circumstances due to emergencies, etc., we may not be able to provide prior notification.
5. In the case referred to in the preceding Paragraph, if it is difficult to continue a Service Contract due to the Service Modification, a Contracting Party shall terminate it in accordance with Paragraph 1 of Article 31 (Termination by a Contracting Party).

Article 24 End of the Services

1. We may cease or end supply of the Services in whole or in part at any time (hereinafter referred to as the "End of the Services").
2. We shall notify a Contracting Party of the termination of the Services with at least one year's notice, in principle; provided, however, that in the case that the Service is terminated unavoidably, such as due to circumstances that make it difficult to continue supplying the Service, the period for advance notice may be shorter than the one-year period mentioned above.
3. If some or all of the Services are abolished, a contract related to the abolished Services shall automatically terminate.

Article 25 Disclaimer

1. Regarding the Services, we do not make any warranty for the following matters. Even if a User obtains information related to the Services from us directly or indirectly, we do not make to the User any warranty beyond the content set forth herein.
 - (1) Neither errors nor other failures will occur concerning the Services.
 - (2) Special functions, performance, and values expected by a User will exist.
 - (3) No rights of a third party will be infringed.
 - (4) Neither defect nor failure will occur to the usage environment arising from use of the Services.
 - (5) If a User does not perform operations so as to receive information via the System or the App or operates rejection of receipt of information distribution, no information distribution to such User shall take place.
2. Except where damage is caused due to our willful misconduct or gross negligence, we shall not assume any liability if the following damage occurs to a User or a third party.
 - (1) Results of an action performed at the liability of a User accompanying use of the Services and damage caused arising therefrom
 - (2) Damage caused due to suspension of use of the Services regardless of our correct or erroneous judgment pursuant to Paragraph 1 of Article 16 (Suspension of Use of the Services)
 - (3) Damage caused due to interruption of the Services pursuant to Paragraph 1 of Article 22

(Interruption of Supply of the Services)

- (4) Damage caused due to the modification or end of the Services
- (5) Damage caused due to Article 31 (Termination by a Contracting Party) or Article 32 (Termination by Us)
- (6) Damage caused due to damage to or loss of the Data, etc. or failure to acquire the Data on the Server
- (7) Damage caused due to suspension of distribution of some or all of the relevant information, regardless of whether or not we have made correct or erroneous judgment pursuant to Article 19 (Liability for the Distribution Information)
- (8) Damage caused due to erroneous operation by a User or a third party
- (9) Damage caused due to defect and/or failure of facility and equipment environments or communication lines
- (10) Damage caused arising from an unknown vulnerability relating to unauthorized access, bugging, eavesdropping, tapping, wiretapping, impersonation, denial-of-service attack, virus, bot(s), etc.
- (11) Damage caused arising from infringement by the Data of a third party's rights
- (12) Damage caused due to a reason not attributable to us

Article 26 Limitation of Liability

If we are liable for damage to a User relating to the Services or under a Service Contract, regardless of any reason, including default, liability for non-conformity, and tortious acts, except where such damage is caused due to our willful misconduct or gross negligence, the amount already paid by a Contracting Party to us as a usage fee during the past one month retroactively since the time when the cause of such damage came into existence (excluding initial costs or other costs) shall be cumulative limit of damage arising from such cause. In such case, we shall pay compensation for such damage to the Contracting Party and the Contracting Party shall distribute, etc. the compensation for damage to Users.

Article 27 Confidentiality

1. Neither a Contracting Party nor we shall disclose or leak to a third party the content of a Service Contract and information disclosed from the other party under the Service Contract that is expressly indicated as confidential (hereinafter referred to as the "Confidential Information;" in relation to orally disclosed information or items, etc. with difficulties in indicating to the effect that relevant information is confidential, information that is expressly stated as being confidential upon disclosure thereof and whose content is confirmed in writing within 30 days following disclosure thereof alone shall be considered to be the Confidential Information) or shall not use the same for purposes other than carrying out the Service Contract without prior written consent of the other party; provided, however, that the same shall not apply to any of the following types of information.

- (1) Information already processed by a Contracting Party or by us at the time of disclosure thereof by the other party
 - (2) Information already publicly known or in public use at the time of disclosure thereof by the other party
 - (3) Information that becomes publicly known or in public use without depending upon a reason attributable to the Contracting Party or us after the disclosure thereof by the other party
 - (4) Information that is independently developed without reference to disclosed information after the disclosure thereof by the other party
 - (5) Information legally obtained from a third party without the assumption of a confidentiality obligation
2. We and a Contracting Party shall disclose the Confidential Information within the scope limited to officers or employees thereof that need to know such Confidential Information for performance of a Service Contract. We and a Contracting Party shall impose a confidentiality obligation equivalent to that under a relevant Service Contract upon the relevant officers and employees.
 3. In order to prevent leakage of the Confidential Information, we and a Contracting Party shall appoint a person responsible for security management of Confidential Information, shall cause such Officer to strictly store and manage the Confidential Information by clearly distinguishing the information of the Contracting Party and that of us and the Confidential Information and to undertake appropriate measures, such as prohibition of storing the Confidential Information in personal computers owned by individuals.
 4. Notwithstanding Paragraph 1, we and a Contracting Party may disclose the Confidential Information to Affiliated Companies and consultants thereof (including lawyers, certified public accountants, patent lawyers, and tax accountants) without obtaining the consent of the other party.
 5. If a Service Contract ends through expiration of the term of validity thereof, termination thereof, etc. or at the request of the other party, we and a Contracting Party shall return to the other party the Confidential Information of the other party and its duplicates that we and the Contracting Party hold or shall destroy or delete the same in accordance with instructions of the other party.
 6. The provisions of this Article shall effectively survive for three years following the end of a Service Contract due to expiration of the term of validity thereof, termination thereof, etc.

Article 28 Exclusion of Antisocial Forces

1. We and a Contracting Party represent and warrant that none of the Contracting Party, us, or officers, employees, agents, brokers, or major investors of either thereof are or will ever be antisocial forces (i.e., an organized crime group, a member of an organized crime group, a person for whom five years have not elapsed since they ceased to be a member of an organized crime group, an associate member of an organized crime group, a company related to an organized crime group, a "sokaiya" racketeer group or

group member, a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, a crime group specialized in intellectual crimes, or a person or group similar thereto; the same applies hereinafter) and none of the following cases is and will ever be applicable thereto.

- (1) To have a relationship whereby an antisocial force controls management of any of the aforementioned party(ies)
 - (2) To have a relationship whereby an antisocial force is substantially involved in management of the aforementioned party(ies)
 - (3) To have a relationship whereby the undue use of an antisocial force takes place, such as for the purpose of wrongful gain for a Contracting Party, us, or a third party or for the purpose of harming a third party
 - (4) To have a relationship that is deemed involve provision of funds, etc. or favors to antisocial forces
 - (5) For an officer or a person substantially involved in management to have a socially condemnable relationship with antisocial forces
2. We and a User represent and warrant that no action described in the following Items will be performed on his/her, its, or our own or using a third party.
- (1) Demand involving violence
 - (2) Unreasonable demands beyond legal entitlement
 - (3) Use of intimidating words or actions in relation to transactions pursuant to a Service Contract (hereinafter referred to as the "Transactions")
 - (4) Damage to the reputation or credibility or obstruction of the business of the other party by spreading false rumors or through use of fraudulent means or force
 - (5) Any other actions equivalent to any of the above
3. If a breach of the provisions of the preceding two Paragraphs is revealed, we or a Contracting Party shall immediately report the same to the other party.
4. If the other party breaches the preceding three Paragraphs, notwithstanding other provisions of a Service Contract, without being required to provide any peremptory notice, any other procedures, or any compensation of any damage, we or a Contracting Party may immediately suspend the Transactions and terminate all contracts related to the Transactions.
5. If we and a Contracting Party execute a subcontract, a consignment agreement, etc. with a third party relating to the Transactions (hereinafter referred to as the "Related Contract(s)"), we and the Contracting Party shall impose obligations equivalent to those set forth in Paragraphs 1 through 3 of this Article upon the party concerned with the Related Contracts, or an agent or a broker thereof, and cause the same to fulfil such obligations. If any of the party, agent, or broker breaches such obligations, we or the Contracting Party shall immediately report the fact to the other party. In such case, the other party may request that we or the Contracting Party undertake necessary measures, such as termination

of the Related Contracts.

6. If, despite the fact that we or a Contracting Party have requested that the other party undertake necessary measures set forth in the preceding Paragraph, the other party does not observe the same, notwithstanding other provisions of a Service Contract, without being required to provide any preemptory notice, any other procedures, or any compensation of any damage, we and the Contracting Party may immediately suspend the Transactions and terminate all contracts related to the Transactions.
7. We or a Contracting Party may claim from the other party compensation for damage incurred by the claimant party due to breach of the provisions set forth in the preceding Paragraphs.

Article 29 Export Control

When fulfilling a Service Contract, we and a Contracting Party shall observe the Foreign Exchange and Foreign Trade Act, cabinet orders and ministerial orders related thereto, overseas laws and regulations associated therewith, etc.

Article 30 Assignment of Rights, etc.

1. A Contracting Party shall not transfer, succeed or pledge, in whole or in part, any status, rights or obligations under a Service Contract to any third party without obtaining our prior written consent.
2. We may transfer, succeed or pledge, in whole or in part, our status, rights or obligations under a Service Contract to a third party after notifying a Contracting Party to such effect, and the Contracting Party and User shall consent thereto in advance.

Article 31 Termination by a Contracting Party

1. If a Contracting Party terminates a Service Contract pursuant to Paragraph 3 of Article 1 (Modification of these Terms of Service) or Paragraph 5 of Article 23 (Modification of the Services), the Contracting Party may perform midterm termination thereof by notifying us to such effect in writing no later than the date of modification thereof; provided, however, that in case that it is impossible to provide prior notification for the Service Modification or in other cases, if we establish a deadline for termination notification separately from the date of modification, notification for termination shall be given by such deadline.
2. In cases other than those set forth in the preceding Paragraph, a Contracting Party may terminate a Service Contract even in the middle of the period of use by notifying us through the document prescribed by us at least three months prior thereto.
3. If a Contracting Party terminates a Service Contract in accordance with the preceding Paragraph, the Contracting Party shall collectively pay the total amount of usage fees related to the remaining period of the period of use no later than the day upon which the validity of the Service Contract ends.

Article 32 Termination by Us

1. If any of the following events is applicable to a User, we may terminate a Service Contract in whole or in part without being required to provide any peremptory notice or undertake any other procedures.
 - (1) If there exist false descriptions, erroneous statements, or omission of entries in an application form (including modification reported by us; however, excluding minor cases)
 - (2) If delay in payment of usage fees pursuant to Article 9 (Usage Fees) takes place
 - (3) If a User conducts prohibitive actions set forth in Article 15 (Prohibitions)
 - (4) If serious violation or breach of associated laws, regulations, a Service Contract, etc., takes place or if a remarkable act of betrayal is performed
 - (5) If a drawn negotiable instrument or check is dishonored, there exists an inability to pay debts, or general payment is suspended
 - (6) If disposition for rescission, suspension, etc. of business operation is ordered by the competent authorities
 - (7) If provisional seizure, provisional disposition, seizure, compulsory execution, or auction is filed by a third party or if disposition for taxes and public dues is received
 - (8) In the case of allegation of commencement of bankruptcy proceedings, special liquidation proceedings, civil rehabilitation proceedings, or corporate reorganization proceedings or giving voluntary liquidation
 - (9) If a resolution or decision for company dissolution, merger, company split, reduction of the stated capital, or assignment of all or an important part of business takes place; provided, however, that the same does not apply to cases in which each User does so with its own group company.
 - (10) If it is deemed that there is a risk of any of the events described in (5) through (9)
 - (11) In addition to those set forth in the preceding Items, if a serious breach of a Service Contract that makes it difficult to continue to supply the Services is recognized
2. If, despite the fact that a Contracting Party has breached a Service Contract and a peremptory notice has been given to the Contracting Party that sets a reasonable period for correction, the breach is not corrected within such period, we may terminate the Service Contract in whole or in part after notifying the relevant Contracting Party to such effect.

Article 33 Acceleration

If any Item of Paragraph 1 of Article 32 (Termination by Us) is applicable to a User, if we terminate a Service Contract pursuant to Paragraph 2 of Article 32 (Termination by Us) or pursuant to Paragraph 6 of Article 28 (Exclusion of Antisocial Forces), or if a Service Contract is terminated pursuant to Paragraph 2 of Article 31 (Termination by a Contracting Party), all debts and liabilities owed by a relevant User to us shall be due and payable as a matter of course and the User shall immediately pay the full amount for the monetary obligations and immediately fulfill the obligations for the non-

monetary obligations for real.

Article 34 Survival

Even after a Service Contract ends through expiration of the term of validity thereof, termination, etc., the provisions of Paragraph 3 of Article 9 (Usage Fees), Article 10 (Delay Damages), Article 14 (Intellectual Property Rights), Article 18 (Analysis, Deletion, etc. of Data), Article 25 (Disclaimer), Article 26 (Limitation of Liability), Article 27 (Confidentiality), Article 30 (Assignment of Rights, etc.), Article 33 (Acceleration), Article 36 (Governing Law), Article 37 (Jurisdiction), and Article 34 (Survival) shall effectively survive, unless the applicable period is limited in relevant provisions.

Article 35 Severability

Even if any or some provisions hereof, etc. are held invalid or unenforceable pursuant to the Consumer Contract Act, other laws or regulations, or a court's judgment, etc., all provisions other than parts that are held invalid or unenforceable shall remain continuously and completely effective.

Article 36 Governing Law

The laws of Japan shall apply to any and all matters related to these Terms of Service, etc., such as establishment, validity, performance, interpretation hereof, etc.

Article 37 Jurisdiction

If litigation is required concerning matters related to supply of the Services between a User and us pursuant to a Service Contract, we and the relevant User agree that the matter shall be brought before the Tokyo District Court as the exclusive court of jurisdiction in the first instance.

Panasonic Electric Works Co., Ltd.

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