

ORECOCO TERMS

●Chapter 1 General Provisions

• Article 1 (Application of the Terms of Service)

Katachi Studio Inc. (hereinafter referred to as "We") herein defines "ORECOCO" Terms of Service (hereinafter referred to as "Terms of Service"). We provide the location registration service "ORECOCO Beta version" (hereinafter referred to as "this service") following the Terms of Service defined herein. ORECOCO provides various information with regard to the location of the information (including the latitude and the longitude of the location, text, images, and link information related to the latitude and longitude of the location. Hereinafter referred to as "location") registered by members.

2 Members shall comply with the Terms of Service upon using this service.

• Article 2 (Modification of the Terms of Service)

We may modify the Terms of Service. We may notify the user about the modifications; however, the revised Terms of Service may be applied even if the member is not aware of the modification.

• Article 3 (Announcements and Notification)

We shall make announcements and notification of this service through the method we provide.

• Article 4 (Content of This Service)

This service enables the member to register his/her location to our server and view other member's locations through the Internet.

2. This service allows the members to share the registered locations on the Internet.

The location, which the member registers, is subject to being disclosed on the Internet.

3 The member can set his/her registered location not to show on the Internet; however, as set forth in Chapter 6, we shall not guarantee that the location will not be shown.

4 This service is a Beta version provided by us for testing use. Members shall take responsibility at their own risk as set forth in Chapter 11.

●Chapter 2 Fees

• Article 5 (Fees)

This service is free unless it is used individually.

2 For corporate users, consult us before creating a member account.

3 We may add information (hereinafter referred to as "added information") to the membership information and/or the location, which will be transferred to other members. Added information may contain advertisements.

4 Members who use the registered membership information and the location through this service shall use the added information as well (the information appears on the screen unintentionally).

5 The member can set the added information not to be transferred from us or can delete it if they pay a special fee as set forth separately.

6 The member is prohibited from setting the added information not shown or from deleting it unless he/she qualifies for the conditions under Paragraphs 4 and 5 in Article 5 herein.

● Chapter 3 Use of this Service

• Article 6 (The Service Availability)

We provide one user account to each member.

• Article 7 (Agreement on use of This Service)

To become a member to use this Service, the applicant shall agree to the Terms of Service herein before registering their information (ID, password, e-mail address, etc., hereinafter referred to as "Member Information") according to the subscription method provided by us (hereinafter referred to as "Becoming a Member").

• Article 8 (Agreement of the Terms of Service)

The applicant must agree to the Terms of Service when creating a membership account.

2 We may not allow an applicant to create a membership account if he/she violates the obligations of membership stated in Chapter 5, or if we believe that the applicant may interfere with the operation of this service.

3 When we consider the registered member not to be qualified for this service, future use of this service may also be suspended or terminated.

● Chapter 4 Dealing with Information

• Article 9 (Deleting the Information)

We have the right to delete the membership information and the location of the member when he/she violates the obligations of the membership as set forth in Chapter 5, or when we consider the member unqualified to continue membership. 2 We have no

responsibility for any failure that occurs to the member or a third party that results from the deletion of the membership information or location.

3 We have no responsibility for any failure that occurs to the member or a third party that results from not deleting the membership information or location.

• Article 10 (Disclosure and Nondisclosure of Membership Information)

We may not intentionally disclose the membership information including the membership ID, the passwords, the e-mail address, and the cell phone numbers on the Internet. We may, however, disclose membership information excluding the membership ID, the password, the e-mail address, and the cell phone number (including the nickname, age, gender, profile that the member self-registers, and the profile photo that the member self-uploads o) on the Internet together with the location.

● Chapter 5 Membership Obligation

• Article 11 (Self-Responsibility)

The member shall use this service (including transmission of information, receiving of information, or software download) under their self-judgment and responsibility.

2 Complaints, claims, and damages from the fault of the member resulting from use of this service, accessing this service, or violating the Terms of Service herein shall be considered the members' self-responsibility, and must be solved (fixed) at the expense of the member.

3 The member shall have the responsibility at his/her own expense to reconvene any loss that he/she causes to other members or a third party, and to resolve any dispute arising between him/her and other members or the third party relating to use of this service without causing annoyance and damage to us.

4 The member shall indemnify us against any loss incurred by the damage, which the member caused to a third party from use of this service.

• Article 12 (Management of the Account Information)

The member shall be responsible for managing his/her own account information (including ID and password) including fraud and mis use. (misuse) The member shall be responsible for any act caused by using his/her account information.

2 We shall not be responsible for any loss incurred by the member resulting from the use (including the improper or misuse by a third party) or a leak of account information.

• Article 13 (Member's Responsibility for Transferring and Receiving Information)

The member shall be self-judged, responsible, and take the risk of reliability, correctness, and openness of the information or the content of the information, transferred and received through this service.

2 The member shall have the responsibility at his/her own expense to resolve any dispute or problems arising between him/her and a third party relating to the information or the content of the information transferred and received by the member through this service without causing annoyance and damage to us.

3 The member pays expenses or compensation (including attorney's fee) to us when we have to pay expenses or compensation to resolve the dispute or problem with regard to Paragraph 2 in Article 13.

• Article 14 (Prohibitions)

The member shall not use this service to:

(1) Perform any act to violate the Law or that may lead to violation of the Law, and any other similar act.

(2) Discriminate or defame us or a third party, and perform any act to breach, or any act that may lead to breach, our and a third party's human rights including our and a third party's honor, credit, or privacy.

(3) Correct or acquire the information, or any act similar by forging personal information or the third party's information or by fraud.

(4) Disclose or provide the member's private information, or any act similar, to the third party without his/her consent.

(5) Violate or perform any act that may lead to violating our or the third party's copy rights and other intellectual property.

(6) Violate or perform any act that may lead to violation of any benefits worthy of our lawful protection and the third party.

(7) Perform a criminal act or acts that may lead to or make it easier to act in a criminal manner, or any act similar.

(8) Make available false or unnecessary information purposely, or any act similar.

(9) Perform sales that corresponds to Image-transmitting type sex-related amusement special business sales regulated by the law relating to the regulations and appropriation of the sex industry (hereinafter referred to as "sex industry law"), and any act similar.

(10) Run an online-matching service regulated by Law that regulates to attracting children using an online-matching service (hereinafter referred to as "Online Matching

Website Regulation Law"), or any act similar.

(11) Interfere with or perform any act that may lead to interference with this service.

(12) Improperly use another person's ID or password or any act similar.

(13) Violate another person's legal benefits or use this service by way of or by a behavior that offends public order and morals other than set forth in (1) through (12) above.

(14) Perform any act that we regard inappropriate other than set forth in (14).

2 Any act as set forth in the previous paragraph includes links to such Websites that violate the Terms of Service as set forth in the previous paragraph, or any act whose outcome falls under an act that leads to such acts as set forth in the previous paragraph.

3 With regard to (9) and (10) in Paragraph 1, we may exclusively accept the member for the use of this service when we identify his/hers Website is appropriately run according to Sex Industry Law by excluding the member from regulatory application of Article 1. However, when we later find that the member violates Article 1, or inappropriate use of this service, we may implement measures including the termination of the use of this service under Chapter 17 (Termination of This Service).

4 The member shall take immediate action when a third party claims violation of Article 1.

5 If we believe that the member is violating any acts prohibited in Article 1, we may charge him/her the actual cost that we spend to attend to complaints and damage costs that are incurred from his/her violative act, other than taking measures under Chapter 17 (Termination of This Service).

● Chapter 6 Warranty of This Service

• Article 15 (Warranty)

We provide the member access to this service; however, we make no warranty for the content of this service, assured supply of this service, the outcome of the access to this service, the maintenance of the information, and non-disclosure of the information.

• Article 16 (Suspension)

We have the right to suspend this service for our own reasons (including maintenance, acts of God, or software updates).

2 When we suspend this service, in principle we notify the member of the suspension and the period of suspension before we actually suspend this service. However, when the suspension is immediate and we have no time to notify the member, we may not do so. We have no responsibility to the member who incurs a loss from the suspension.

• Article 17 (Termination of the Provision of This Service)

We have the right to terminate to provide this service to the member when he/she;

- (1) Does not pay the debt under the utilization agreement.
- (2) Violates his/her obligation set forth in Chapter 5.
- (3) And, when we regard the termination is appropriate from reason other than above (1) and (2).

2 We have the right to terminate, delete, or implement any act for termination of this service in part or in whole under paragraph 1 in Article 17. We have no responsibility to the member who has incurred loss from the termination.

• Article 18 (Modifications to This Service)

We have the right to modify this service in whole or in part for any reason.

• Article 19 (Termination of This Service)

We may modify or terminate this service in part or in whole.

● Chapter 7 Disclaimer of Liability

- Article 20 (Disclaimer of Liability)

We disclaim all liabilities of any kind attributed to the member or anyone other than the member, whether legally responsible or not, or warranty responsibility express or implied, including, any defects or failure of the facilities required to provide this service, or any direct or indirect loss incurred from the improper use of this service resulting from the use of this service. We also disclaim liabilities of anything that results from the implementation of the act according to the Terms of Service regardless of its cause.

● Chapter 8 Miscellaneous

- Article 21 (Entrust to the Third Party)

The member shall agree that we entrust this service in part or in whole this to a third party upon providing it.

• Article 22 (Jurisdiction)

Any disputes relating to the use of this service between the member and us shall be brought exclusively in the Tokyo Summary Court or Tokyo District Court.

- Article 23 (Governing Law)

This Terms of Service shall be construed, applied, and performed under laws of Japan unless otherwise stated.

- Article 24 (Priority over the English version of the Terms of Service)

Should an English version of the Terms of Service exist, the Japanese version shall take priority over the English version.

- history

2-10-2009

9-17-2010