

# Terms of Use for the Simul File Transfer System

Simul International, Inc. (including its Group companies [Simul Business Communications, Inc. and Simul Technical Communications, Inc.]; hereinafter referred to altogether as the "Company") provides and manages the Simul File Transfer System (hereinafter referred to as the "System") based on these Terms of Use for the Simul File Transfer System (hereinafter referred to as "Terms of Use").

## 1. Definition of the System

The System is a mechanism for the transfer of electronic files between the Company and those persons permitted by the Company to use the System (hereinafter referred to as "Users"). The System primarily provides the following functions:

- (1) Enables Users who want to send files (hereinafter "Senders") to upload files to the System's server;
- (2) Sends e-mail notifications to people designated by the Sender to receive the files (hereinafter "Recipients") that the Sender has sent files to them;
- (3) Enables Recipients to download the said files;
- (4) Sends e-mail notifications to the Sender that the Recipients have downloaded the said files; and
- (5) Prevents System use by unintended third parties, other than the said Sender and Recipients, in the operation of the above functions.

## 2. Use of the System

The System functions are provided to the Users listed below and are not provided to any other third parties.

Users to whom the System functions are provided:

- (1) Individuals who have a work relationship with the Company, including

interpreters, translators, temporary workers, and engineers; and  
(2) Clients and business partners with which the Company has business transactions.

In principle, the System shall be used only for the transfer of files between the Company and Users who fall under category (1) or (2) and shall not be used for the direct transfer of files between Users who fall under category (1) or (2) without the file transfer passing through the Company. To use the System, Users who fall under category (1) or (2) above are required either to register as a User in accordance with separately stipulated provisions or to be issued an account as a temporary user by a staff member of the Company.

To access the System, Users must connect to the Internet and access the System's website.

Users are prohibited to access the System by using means other than the interface provided by the Company. Depending on communication devices and network state, the Company does not completely guarantee that the System will operate in every environment.

### 3. Handling of Files

The Company shall not be held responsible for the content of the files transferred via the System. Files for which the stipulated deadline for downloading has passed cannot be restored for any reason whatsoever. Moreover, even if the deadline for downloading has not passed, the Company may delete any file stored on the System server in the case that the Company deems it necessary to protect the rights and interests of the Company or Users or to ensure the proper operation of the System. In the transfer process, files transferred via the System pass through networks and equipment in domains not related to the Company, and therefore there is the possibility that this will cause abnormalities in the file content in some cases and that third parties may view, use, etc. the file content. Users are to be fully aware of the above in their use of the System.

#### 4. Handling of Notification E-mail Messages

The Company shall not be held responsible for the condition of e-mail messages transferred via the System. E-mail messages transferred via the System pass through networks and equipment in domains not related to the Company, and therefore there is the possibility that this will cause abnormalities in the e-mail content in some cases and that third parties may view, use, etc. the e-mail content. Users are to be fully aware of the above in their use of the System.

#### 5. Management of ID and Password

(1) Users shall appropriately manage their own ID and password for the Service in their own responsibility.

(2) In any case, Users shall not transfer or lend their own ID and password to a third party, nor shall Users share the same with a third party. If the combination of an ID and its password matches registered information to log in, the Company deems the login as the use by the User himself/herself who is registered with the ID.

(3) Users are fully responsible for the loss, fraudulent use, theft, etc. of their own ID or password, and the Company as the provider of the Service shall not be liable in any way for the damages caused thereby to Users.

#### 6. Notification or Communication

Unless a notification of change is submitted in accordance with the method separately specified by the Company, the Company regards the currently-registered contact address as being effective and sends a notification or communication to that address. These communications are deemed to have reached Users at transmission.

#### 7. Prohibited Uses

It is prohibited to use the System to perform any of the following acts:

(1) Violation of intellectual property rights

(2) Slander or calumny

(3) Acts that offend public order and morals

- (4) Acts that violate or may violate the law
- (5) Acts to intentionally damage the System's equipment or network
- (6) Acts that use the System for purposes unrelated to the Company's work

#### 8. System Availability

The Company may suspend operation of the System without advance notice due to such reasons as System server maintenance or power outage. The Company shall not be held responsible regarding the suspension of the System.

#### 9. No Warranty regarding Operation of the System

The Company does not guarantee the content of the System, the conditions of service provision, the possibility of access, or the conditions of use. The information and instructions given to Users by the Company's staff, including replies to inquiries, are based on the limited information provided by the User, and therefore the Company does not guarantee the veracity, appropriateness, or accuracy of the content of such information or instructions.

#### 10. Privacy

The Company shall appropriately handle the personal information acquired through the use of the Service in accordance with the "Privacy Policy" of the Company.

#### 11. User Responsibility

Users are fully responsible for any eventuality that befalls them related to the files transferred between the User and the Company via the System. In their use of files transferred via the System, Users shall bear all responsibility and risk regarding eventualities that result from their assessment of the trustworthiness, authenticity, and integrity of the file content and the existence of computer viruses.

#### 12. Disclaimer

Users agree that the Company shall not be held responsible for any loss resulting from the use or the inability to use the System.

### 13. Intellectual Property Rights

Copyrights, trademark rights, and other intellectual property rights related to the text, graphics, designs, trademarks, logos, etc. appearing in the System or its website either revert to the Company or are used by the Company by license. Users agree not to violate the copyrights, trademark rights, and other intellectual property rights.

### 14. Changes to Terms of Use

The Company may revise these Terms of Use without advance notice. Moreover, the revised Terms of Use shall apply immediately upon the posting of the revised Terms of Use on the System's website.

### 15. Applicable Law and Jurisdiction

These Terms of Use shall be governed by the laws of Japan. The Tokyo District Court shall be the court of first instance regarding any dispute arising between the Company and a User in regard to the System or these Terms of Use.

### 16. Consultation

Any matter not stipulated in these Terms of Use shall be resolved separately through consultation.

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#### \* Cookies

The System contains pages that use cookies. The Company does not use this technology for any purpose other than for storing input history.

Cookies record the IP address of accessing computers, the date and time of access, and other information and are widely used to enable web servers to identify the computers accessing the website. As a result, the website can display content previously input and can measure, record, and analyze System usage and site

access. By changing the settings on their browser, Users can disable cookies. If cookies are disabled, however, some of the functions of this System may not be usable.