【TERMS OF USE】

These TERMS OF USE (these "Terms") stipulate the terms and conditions of providing the Service in the Website operated by the Company and the relationship of rights and obligations between the Company and users of the Service ("Users"). Users should read the full text of these Terms and accept these Terms before using the Service.

Article 1. (Application)

These Terms aim to define the terms and conditions of providing the Service and the relationship of rights and obligations between the Company and Users in relation to the use of the Service, and shall apply to any and all relationships between Users and the Company pertaining to the use of the Service.

Article 2. (Definitions)

(1) "Intellectual Property Rights" means copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including rights to obtain these rights or to apply for registration of these rights).

(2) The "Company" means Kokudo Daiyu Shoji Co., Ltd. (located at Kokudo Nishi-Ikebukuro Building 7F, 3-22-14 Nishi-Ikebukuro, Toshima-ku, Tokyo 171-0021 Japan).

(3) The "Website" means the website at https://apj-kokudo.com and its applications operated by the Company.

(4) The "Service" means the service related to the online application system for rental properties and the payment system provided in the Website operated by the Company.

(5) "DID-GLOBAL" means DID-GLOBAL Co., Ltd. (located at 2-4-16, Uchon-machi, Chuo-ku, Osaka 540-0026, Japan) operating Apartment Japan.com, a rental property search website which provides Users with an opportunity to know the Company's rental properties.

Article 3. (Prohibited Matters)

When using the Service, Users shall not conduct acts which fall under any of the following items or acts determined by the Company to fall under any of the following items:

(1) Act in violation of laws and regulations or act associated with crime;

(2) Fraud or threat against the Company, DID-GLOBAL or other third parties;

(3) Act contrary to public order and morality;

(4) Act of infringement upon Intellectual Property Rights, portrait rights, privacy rights, honor, or other rights or interests of the Company, DIDGLOBAL or other third parties;

(5) Act which places an excessive burden on the network, system or otherwise of the Service;

(6) Reverse engineering or other act of analysis of the software or other systems provided by the Company;

(7) Act which may obstruct the operation of the Service;

(8) Unauthorized access to the network, system or otherwise of the Company or DID-GLOBAL;

(9) Act of impersonating a third party;

(10) Provision of benefit to anti-social forces;

(11) Act which directly or indirectly causes or facilitates any of the above-listed acts;

(12) Attempt to conduct any of the above-listed acts; and

(13) Other acts determined inappropriate by the Company

Article 4. (Suspension of the Service)

The Company may suspend or stop the provision of the Service, in whole or part, without prior notice to Users, in case of any of the following:

(1) Urgent inspection or maintenance of the computer system related to the Service;

(2) Failure of operation of the Service caused by malfunction of the relevant computer or communication channel, misoperation, excessive access concentration, unauthorized access, hacking or otherwise;

(3) Failure of the operation of the Service caused by force majeure such as earthquake, lightening, fire, storm or flood, blackout and act of God; and

(4) Other cases determined by the Company to require the suspension or stop

Article 5. (Ownership of Rights)

All Intellectual Property Rights relating to the Website and the Service belong to the Company or its licensors. Authorization to use the Service under these Terms shall not

mean the authorization to use Intellectual Property Rights in relation to the Website or the Service owned by the Company or its licensors.

Article 6. (Modifications and Termination of the Service)
The Company may modify the content of the Service or terminate the provision thereof at its discretion.

Article 7. (Disclaimer of Warranties and Indemnification)1. The Company does not make any warranties, express or implied, that the Service suits for specific purposes of Users, that the Service has functions, merchantability, accuracy or usefulness expected by Users, that the Service may be used on a continuous basis, and that no problems will arise in the Service.
2. Any transaction, communication, dispute or otherwise arising between Users and third parties in connection with the Service shall be settled at the responsibility of Users.

Article 8. (Modifications to These Terms)
The Company may modify these Terms when it considers necessary, unless the consent of Users is required by laws and regulations. If the Company modifies these Terms, Users shall be notified of the effective date of modified Terms and the content of such modification through a statement on the Website or by any other appropriate method.

Article 9. (Severability)
Even if any provision of these Terms or part thereof is declared invalid or unenforceable under the Consumer Contract Act or any other laws and regulations, the remaining provisions of these Terms and the remaining part of such provision declared invalid or unenforceable shall remain in full force and effect.

Article 10. (Language)
These Terms shall be prepared in Japanese and translated into English. The official text shall be the Japanese version, and the English version shall be prepared for reference only. In case of any conflict between these two language versions, the Japanese version shall prevail.

Article 11. (Governing Law and Jurisdiction)

1. These Terms shall be governed by the laws of Japan.

2. All disputes arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Court or Tokyo Summary Court in the first instance.

These Terms shall take effect from 9/18, 2024

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