

## Terms of Use

This Terms of Use (the “TOU”) govern your use of the money transfer application for smartphones titled “[Smiles]” (the “Mobile App”) created and provided by DigitalWallet Corporation (“DWC”). You can download the Mobile App to your smartphone device (“Device”) and use the Mobile App only if you agree to this TOU.

### **The Services**

The Mobile App is provided for your own personal use only and only for the purposes of facilitating your use of the International Money Transfer Service, International Money Transfer Receipt Service and Domestic Money Transfer Service and their related services offered by DWC (collectively, the “Services”). Your use of the Services is also governed by the TERMS & CONDITIONS (the “Service T&C”).

### **Use of the Mobile App**

As a condition of your use of the Mobile App, you warrant that (i) any security details, money transfer and account information and all other information that you provide to us is true, complete, accurate and up to date, (ii) you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, and that (iii) you will keep your Device secure at your responsibility. 2. You are responsible for any communication charges that are incurred when downloading and accessing the Mobile App on your Device. These may include data roaming charges if you do this outside your home territory. 3. You must not send the Mobile App to anyone else, and you are not allowed to copy or modify the Mobile App, any part of the Mobile App, or our trademarks in any way. You must not attempt to extract any source code from the Mobile App, disassemble it or make any derivative versions, or attempt to interrupt or decipher the transmissions between the Mobile App and our systems. The Mobile App itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, belong to DWC or its licensors. 4. In the event of termination of your right to use the Services, your rights or permissions granted to you in this TOU will end and you must stop using the Mobile App and delete it from your Device. Upon deletion of the Mobile App, the information saved in the Mobile App before it was deleted cannot be restored.

## **Personal Information**

All information related to customers provided through the Mobile App shall be handled in accordance with DWC's privacy policy.

## **Prohibited Activities**

Customers are prohibited from conducting the following when using the Mobile App. Any violation of the TOU or the Service T&Cs may result in the termination of your access to the Mobile App and/or the Service. Customers are responsible for any damages incurred against the DWC as a result of their actions. (i) Any action that violates the rights, earnings or reputation of DWC, other users, or third parties. (ii) Any action that is intended for commercial purposes, sales or profit-oriented activities. (iii) Any action that is in breach of the law. (iv) Any action that is in breach of the TOU or the Service T&Cs. (v) Any actions that involve attempting to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs. (vi) Any action that involves knowingly uploading, posting or sending contents such as computer viruses, computer codes, files or programs that are designed to damage destroy or limit computer software, hardware, or telecommunications equipment. (vii) Any action that involves gathering and accumulating private information of other users, regardless of the methods used. (viii) Any use of the Mobile App in a way that may damage or impair the Mobile App, the Service or DWC's underlying systems and security.

## **Links to Third Party Sites**

Information provided through Mobile App may contain hyperlinks to websites operated by third parties. Such hyperlinks are provided for your reference only. DWC does not manage these websites or resources and takes no responsibility for their content or the outcome of accessing these links. Users are asked to refer to the terms of use of the respective websites or resources.

## **Disclaimers**

Access to Mobile App may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. DWC shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the Mobile App. 2. DWC shall not be liable for any damages caused by unauthorized use of the Mobile App due to loss, theft of the Device or account information

being read by third parties. 3. DWC shall not be liable for any damages caused due to not downloading the latest version of the Mobile App to the Device. 4. You acknowledge that the use of the Mobile App is dependent on third parties, including your own network providers, and that DWC is not liable for any acts or omissions of such third parties.

### **Limitation of Liability**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY DWC MAY INCLUDE INACCURACIES OR ERRORS. DWC DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES AND EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY SUCH ERRORS OR INACCURACIES. DWC MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY DWC. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL DWC (OR ITS OFFICERS, DIRECTORS AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OF THE MOBILE APP; OR YOUR ACCESS TO ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES THROUGH MOBILE APP.

### **Indemnification**

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**Laws and jurisdiction**

The TOU and any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be exclusively governed by, and interpreted in accordance with, the Japanese law. All controversies and disputes arising out of or relating to this TOU shall be exclusively submitted to Tokyo District Court.

**Changes to the TOU**

The TOU and any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be exclusively governed by, and interpreted in accordance with, the Japanese law. All controversies and disputes arising out of or relating to this TOU shall be exclusively submitted to Tokyo District Court.

Digital Wallet Corporation