



Premiere Conferencing (Japan) Inc. General Terms and Conditions for the Services (“Yakkan”)

Version Effective from 1 January 2021

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Meanings shall apply to capitalised terms used in the General Terms and Conditions of the Services (“Yakkan”) as specified in this provision, unless the context otherwise requires:

“**Authority**” means any governmental or semi governmental, statutory or judicial body, instrumentality, department, commission, authority, tribunal, agency or other similar entity; “**Authorities**” has a corresponding meaning.

“**Agreement**” means an agreement formed in accordance with **clause 2.1**.

“**Application Form**” means the form, which is signed by the Customer or upon which the Customer affixes a seal, which includes personal information of the Customer, invoice information, and details of the Services. Sealing or signing of the Application Form by the Customer is required.

“**Charges**” means all charges payable by the Customer in accordance with the Agreement.

“**Claim**” means any claim or cause of action in contract, tort or under statute or otherwise.

“**Confidential Information**” means all information, whether or not in material form, all oral communications, documents and other information disclosed by a Party to the other Party which: (i) is by its nature confidential; (ii) is marked confidential or proprietary; or (iii) a Party informs the other Party at the time of disclosure is confidential or proprietary; and includes but is not limited to:

- (a) Personal Information;
- (b) information contained in the Application Form;
- (c) trade secrets, know-how, techniques, business and marketing plans, projections, surveys, financial records, arrangements and agreements with third parties;
- (d) customer information, information proprietary to customers, formulae, customer lists;
- (e) designs, plans, models, and concepts not reduced to material form;
- (f) all notes and other records (whether or not in material form) relating to the Confidential Information; and
- (g) the fact that the Parties have entered and/or will enter into any contemplated business transactions between them.

“**Customer**” means the customer detailed in the Application Form.

“**Default Event**” means any of the following events:

- (a) a failure by the Customer to pay or perform an obligation or covenant under the Agreement;
- (b) non-compliance by the Customer with, or the fact of inaccuracy of, any representation made or deemed to be made or repeated by the Customer in the Agreement, or in any document delivered to PGi under, or in connection with, the Agreement;
- (c) an Insolvency Event occurs in relation to the Customer; or

(d) the initiation of any investigation of the Customer or its business activity or business records.

“**End Date**” means the date on which Service ends as specified in the Application Form.

“**Force Majeure Event**” means an event which is beyond the control, and without the fault or negligence, of the Party affected, and which could not have been prevented by the Party affected exercising reasonable diligence and includes: an act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought, war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection, government intervention, act of public enemy, sabotage, malicious damage, terrorism, civil unrest; contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel, confiscation, requisition, expropriation, prohibition, embargo, damage to property by or under the order of any Authority, strikes at a national level or industrial disputes at a national level, or any failure of the internet or telecommunications services.

“**Insolvency Event**” means with respect to a Party, the occurrence of any of the following events:

- (a) an application is made to a court for an order, or an order is made, that the Party be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Party, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent, with the prior written consent of the other Party, the Party enters into, or resolves to enter into a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) an order is made, or the Party passes a resolution, for the winding up of the Party, or the Party otherwise dissolves itself, or gives a notice of intention to do so, except to reconstruct or amalgamate while solvent, and with the prior written consent of the other Party or is otherwise wound up or dissolved;
- (e) the Party is or states that it is unable to pay its debts as and when they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts;
- (f) a receiver or receiver and manager, or administrator or controller is appointed to the Party or any part of the property of the Party or steps are taken with respect to the making of such appointment;
- (g) the Party takes steps or threatens to cease to carry on its business as a going concern; or
- (h) any occurrence, similar to any of the above occurrences, happening to or in respect of the Party under the law of the relevant jurisdiction.

“**Intellectual Property Rights**” means any intellectual, industrial or commercial property, or right of a proprietary nature, including:

- (a) any patent, trade mark, service mark or design;
- (b) any copyright or work of authorship;
- (c) any business, trade or commercial name or designation, brand name, internet website or domain name;
- (d) any other industrial or commercial right derived from intellectual knowledge or activity of any industrial, scientific, literary or artistic nature or description, whether relating to any manufactured or natural service or otherwise;
- (e) any licence or other right to use or grant the user, or to become the registered proprietor or user of, any previous item, whether registered or unregistered or recorded or unrecorded, stored or incorporated in any medium of any nature or description.

“**Interest Rate**” means the interest rate of 14.5%.

“**Law**” means the common law and requirements of all statutes, rules, ordinances, codes, industry and professional standards, regulations, proclamations and by-laws or consents issued by an Authority, present and future.

“**Liability**” means charges, claims, payments, actions, judgments, damages, losses (including any special, indirect or consequential loss or damage), costs, fees, expenses, liabilities and obligations.

“**Minimum Charge**” means the minimum monthly amount payable by the Customer.

“**Minimum Charge Period**” means the period specified in the Supplier Agreement.

“**Monthly Subscription Charges**” means the minimum monthly amount payable by the Customer.

“**Parties**” means Customer and PGi, and “**Party**” means one of them.

“**Personal Information**” has the same meaning given to it by the Privacy Act.

“**PGi**” means Premiere Conferencing Japan Inc, trading as Premiere Global Services.

“**Privacy Act**” means the *Personal Information Protection Act (2003, No.57)*.

“**Services**” means those services to be provided by PGi as specified in the Agreement.

“**Start Date**” means the later of the date specified and the date upon which PGi commences the provision of the Services to the Customer in accordance with the Agreement.

“**Subscription Plan**” means a fixed term plan which relates to the Services as specified in the Supplier Agreement.

“**Subscription Period**” means period during which the Subscription Plan shall be applicable as specified in the Agreement.

“**Supplier Agreement**” means an agreement in writing between the Parties which varies the terms and conditions of the Yakkan.

“**Tax**” means any value added tax, consumption tax, gross receipts tax, or any other tax, charge or impost of a similar nature payable in respect of good and/or services supplier, consumed or otherwise in connection with the Agreement.

“**Telecommunications Business Law**” means the *Telecommunications Business Law (1984, No.86)*

“**Usage Charge**” means those charges payable by the Customer on account of use / consumption of the Services determined on a usage basis in accordance with the Agreement.

“**Yakkan**” means this General Terms and Conditions for the Services which specify the terms for the supply and use of the Services.

1.2 Interpretation

In the Agreement, headings and terms appearing in bold typeface are for convenience only and do not affect the interpretation of the Agreement and, unless the context otherwise requires

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority;
- (e) a reference to “Yen” or “¥” is to an amount in Japanese currency.
- (f) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Authority with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) a reference to a party to a document includes that party’s successors and permitted assigns;
- (h) the terms "including", "for example", "such as" and similar terms do not imply any limitations;
- (i) no provision of the Agreement shall be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of that provision;
- (j) where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the next business day.

2. AGREEMENT AND TERM

2.1 Formation of Agreement

An Agreement is formed between the Parties either by:

- (a) Customer submitting an Application Form to PGi confirming acceptance of the terms of the Yakkan, Then the Agreement comprises the Application Form and the Yakkan; or
- (b) Customer submitting an Application Form to PGi and the terms of the Yakkan are amended by the Parties through the execution of a separate Supplier Agreement. Then the Agreement comprises the Application Form, the Yakkan and the Supplier Agreement.

2.2 Term

Where the Application Form specifies:

- (a) that the term of is fixed, the Agreement shall commence on the Start Date and shall run for the term. Thereafter, the Agreement shall automatically continue for a further 12 months' period on the same terms and conditions unless a Party notifies the other Party in writing at least 60 days prior to the expiry of the Agreement that it does not wish to renew it.
- (b) no fixed term then the Agreement shall commence on the Start Date and shall continue until terminated in accordance with **clause 20**.
- (c) that it is a Subscription Plan, the Agreement shall commence on the Start Date and shall continue for 12 or 24 months, as specified in the Agreement plus any bonus months as specified in **clause 8.6**.

3. PROVISION OF SERVICES

In consideration for entry into the Agreement and payment of the Charges, PGi shall:

- (a) provide the Services to the Customer; and
- (b) grant the Customer a non-exclusive non-transferable right to use the Services on the terms and conditions of the Agreement.

4. USE OF SERVICES

4.1 Responsibility for Use

The Customer shall be solely responsible for the use, supervision, management and control of the Services. The Customer shall:

- (a) ensure that the Services are at all times:
 - (i) protected from misuse, interference, damage, destruction or any form of unauthorised use; and
 - (ii) used in compliance with the Agreement; and
- (b) immediately notify PGi in the event of unauthorised use, or suspected unauthorised use.

4.2 Restrictions on Use

Without limitation to any other provision, the Customer must not (nor cause or permit a third party to):

- (a) use the Services or related documentation in combination by any means and in any form with other goods and services not contemplated by the Agreement or approved by PGi;
- (b) use the Services related documentation in a manner or for a purpose which is:
 - (i) not reasonably contemplated or not authorised by PGi; or
 - (ii) improper, immoral or fraudulent;
 - (iii) infringes any person's Intellectual Property Rights; or
 - (iv) restricts or interferes with the provision of the Services by PGi to any other customers or users.
- (c) modify or alter the Services or related documentation without the prior written consent of PGi;
- (d) reverse assemble or reverse compile the whole or any part of the Services; or
- (e) enter into any transaction, including but not limited to resale, relating to the Services or related documentation with a party other than PGi, without PGi's prior written consent.

4.3 Obligations as to Content

- (a) The Customer must not, and shall ensure that its employees, contractors and agents do not, use the Services to send or make available information or data which is:
 - (i) indecent, obscene, pornographic, offensive, racist, menacing, illegal or confidential;
 - (ii) defamatory or abusive; or
 - (iii) misleading and/or deceptive.
- (b) The Customer warrants and covenants to ensure that any information and data provided, including but not limited to Personal Information, owned or used by the Customer in association with the Services is:
 - (i) accurate and has been collected and used in compliance with all relevant Laws including without limitation the Privacy Act; and
 - (ii) used with the consent, and in compliance with, the directions of any third party that holds copyright or any other Intellectual Property Rights in any of that information and data, as may be applicable.
- (c) PGi may at any time refuse to forward any information or data that it reasonably believes does not comply with this clause, and shall not be liable for so doing.

4.4 Terms for Providing Promotional Offer / Free Trial Offer

If the Customer use Services pursuant to a promotional offer granting free Services and/or a free trial for Services, which may include without limitation the waiver of certain fees and/or other charges as defined by a particular promotional offer ("Free Services"), the Customer will receive use of the Free Services solely for a limited period of time and all use of all Free Services shall be subject to the terms herein and any and all other restrictions, limitations and conditions identified or communicated to the Customer with the specific Free Services offer, including without limitation, the Customer is and will remain liable for all charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. Notwithstanding any other provision in this Agreement, all Free Services are provided solely as an accommodation to the Customer, and PGi reserves the right, at all times and in its sole discretion, to terminate or modify any Free Services at any time without notice, including without limitation for any abuse of the Free Services and/or the Customer's failure to pay fees and charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer.

5. CHARGES

5.1 Invoice

- (a) **Invoice:** PGi shall provide the Customer with an electronic invoice each month on account of the Charges payable by the Customer.

- (b) **Treatment of fractions:** In calculating the invoice amount, the fractions less than one (1) yen shall be rounded by the mode below.
 “Ginko-gata Round Mode”: When applying the consumption tax rate to the fee (excluding tax amount) and the first decimal place is 5, and further if the integral figure is odd number the figure shall be rounded up. If the integral figure is even number on the above case the figure shall be rounded down. If the first decimal place is other than 5, the figure shall be rounded off to the integral figure.
- (c) **Invoice Amount:** The invoice amount shall be calculated on a Client ID basis and specified on the invoice. Individual invoices on a per-passcode basis are not available to the Customer.

5.2 Payment

- (a) The Customer shall pay the Charges to PGi within thirty (30) days of the date of the invoice.
- (b) Where the Customer requires a paper invoices, a surcharge will apply.
- (c) Where a Customer’s monthly invoice charge is less than ¥2500, a minimum invoice charge of this amount will apply. Should there be no activity on the Customer’s account in that month, then no invoice or charge will apply.
- (d) The bank charge for the transfer shall be borne by the Customer.

5.3 Late Payment

- (a) Without prejudice to any other remedies PGi may have under the Agreement or otherwise, if the Customer fails to pay any Charges by the due date PGi may, without notice to the Customer, charge interest at the Interest Rate on the outstanding Charges or any other monies due and unpaid by the Customer, until such time as the Customer has paid, in full, the outstanding amount and any interest accrued on the outstanding amount, and the Customer shall pay to PGi on demand any reasonable costs incurred by PGi in relation to collection of any amounts owing, including any legal costs incurred by PGi, on a full indemnity basis.
- (b) Where a Customer exceeds the contractual payment terms, a late payment fee may apply.
- (c) Where a Customer unduly exceeds the contractual payment terms, the Services may be suspended. Should this occur, and the Customer wishes to continue to use the Service, then a reconnection fee will be charged to the next monthly invoice.

5.4 Disputes

- (a) The Customer must make full payment of all Charges in accordance with **clause 5.2** notwithstanding any dispute as to the amount stated on any invoice.
- (b) The Customer shall notify PGi in writing of any dispute with respect to the whole or any portion of the amount claimed in an invoice submitted by PGi. Such notice must be given within 7 days of receipt of the relevant invoice.

- (c) If it is determined by PGi, acting reasonably, that some or all of the amount in dispute ought not to have been paid by the Customer, PGi shall credit that amount towards the payment of the next invoice issued by PGi in accordance with **clause 5.1** or where there is to be no further invoice issued by PGi, PGi shall reimburse to the Customer the relevant amount.
- (d) Customer must notify PGi of any charge disputed in good faith, with supporting documentation, in accordance with **clause 5.4(b)**, or Customer shall be deemed to agree to such charges and no adjustments to charges or invoices will be made.

5.5 Rate Changes

Standard rates which are specified in the Yakkan are subject to change at any time upon PGi giving no less than thirty (30) days’ prior written notice to Customer. Customer agrees that such notice may be included in a PGi invoice.

6. STANDARD BASIS

- 6.1 Where it is specified in the Application Form that the Usage Charges payable by the Customer are to be determined on a usage basis, then the Customer must pay all costs incurred in relation to the Services as set out in the Agreement.
- 6.2 The usage basis means pay per minute basis and the minutes of the call duration will be measured by metering actual length of call on an active line plus additional time for data processing.
- 6.3 Call duration will be rounded up to the nearest whole minute.

7. MINIMUM CHARGE BASIS

- 7.1 This **clause 7** applies where it is specified in the Supplier Agreement that the Usage Charges payable by the Customer are based on a Minimum Charge.
- 7.2 The Customer must pay to PGi the Usage Charges. During the term of the Agreement, where the Usage Charges are less than the Minimum Charge, PGi shall invoice the Customer the Minimum Charge amount and Customer agrees that it is liable to pay that amount.
- 7.3 If the Agreement is terminated prior to the expiry of the Minimum Charge Period the Customer must pay to PGi the Minimum Charge that would be payable by the Customer to PGi for the remainder of the Minimum Charge Period or for the period from the date upon which the Agreement is terminated up to and including the End Date (whichever is the later).

8. SUBSCRIPTION PLAN

- 8.1 This **clause 8** applies where it is specified in the Supplier Agreement that the Usage Charges payable by the Customer based on a Subscription Plan.



- 8.2 The Customer must pay to PGI the Monthly Subscription Charge in accordance with **clause 5**. All Subscription Charges are prepaid and non-refundable, and audio minutes not included in subscription plans are billed in arrears.
- 8.3 If at the end of each month it is determined by PGI that the Customer has utilised the Services in excess of or in addition to the Services included in the Subscription Plan, then the Customer shall pay to PGI all Usage Charges incurred.
- 8.4 If at the end of the month it is determined by PGI that the Customer has not used the Services in an amount less than or equal to the Services included in the Subscription Plan, the balance of the Services shall not be carried forward to the next month and the Customer shall forfeit those Services and shall not be entitled to any refund of any part of the Monthly Subscription Charge.
- 8.5 If the Agreement is terminated prior to the expiry of the Subscription Period the Customer must pay to PGI the Monthly Subscription Charges that would otherwise have been payable by the Customer to PGI for the remainder of the Subscription Period.
- 8.6 Pricing Offer shall be valid 60 days and PGI reserves the right to revise the price of the estimate after that date.

9. UPGRADES

- 9.1 If the Customer is on a Subscription Plan and in the opinion of PGI is of good standing, the Customer may request to upgrade its plan, at no additional fee, by sending a written notice to PGI no less than ninety (90) days prior to the expiry date.
- 9.2 The Customer cannot downgrade its plan during the term of the Subscription Plan.

10. COMPLIANCE WITH LAW

10.1 General

The Customer shall only use the Services in compliance with all relevant Laws.

10.2 Failure to Comply

Without limitation to any other rights and remedies available to PGI, PGI reserves the right to suspend the provision of Services, terminate the Agreement or take any such other appropriate action against the Customer in the event that PGI becomes aware that the Customer has used or permitted the use of the Services in contravention of any Law.

11. SUSPENSION OF SERVICES

11.1 Without Notice

PGI may, at any time without notice to the Customer suspend all or any part of the Services to:

- (a) rectify unforeseen defects or failures with the Services which, in PGI opinion, require urgent or immediate attention;
- (b) comply with any Law or direction of any Authority;

11.2 With Notice

PGI may at any time upon providing the Customer with reasonable notice suspend all or any part of the Services to carry out upgrades or maintenance, or to repair the Services.

11.3 Limitation of Service Time

PGI may either limit the duration of the Service or the Service itself in certain specified areas when the Service is likely to result in congestion for other customers.

12. INTELLECTUAL PROPERTY

12.1 Intellectual Property Rights

The Services provided under this Agreement and all associated intellectual and proprietary rights are the sole property of PGI and/or its affiliates or suppliers, and except as required for use of the Services, Customer has no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGI (the "PGI Marks") during the term of this Agreement without express written consent from PGI. Despite prior approval, Customer will immediately cease and desist using the PGI Marks upon notice from PGI or upon termination of this Agreement for any reason. Any use by Customer of the PGI Marks other than as described above will constitute a breach of this Agreement for which, in addition to any other remedies available at law or in equity, PGI may terminate this Agreement.

12.2 The Rights Granted to the Customer

Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Services, and any software associated with the Services. All other rights are reserved by PGI, and Customer agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

12.3 The Rights to Submissions

As between PGI and Customer, PGI alone will own all rights, title and interest, including all related intellectual property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by Customer or on Customer's behalf.

12.4 Responsibility for the Contents

Customer warrants and represents that Customer is the owner or licensee of any content that Customer uploads, stores, records or otherwise transmits through the Services through internet, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "the Content"). Customer is solely responsible for the Content including making and keeping backup copies of the Content. Customer warrants and represents Customer will not publish, store, post, upload, record or otherwise transmit the Content that: (i) infringes any

third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is profane, indecent, obscene, harmful to minors or child pornographic; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; or (vi) is materially false, misleading or inaccurate.

12.5 Prohibited Acts

Customer shall not knowingly, wilfully or recklessly: (1) use the Services through internet in connection with chain letters, junk mail, surveys, contests, pyramid schemes, spamming or any duplicative or unsolicited messages, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Services any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the Services; (4) knowingly interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorised access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; or (6) use the Services for illegal purposes (including without limitation, gambling or betting). PGi or its suppliers may, at their discretion and upon reasonable belief, take any reasonable action they deem necessary, if Customer's conduct fails to conform with this Agreement or which may create liability for PGi.

13. CONFIDENTIAL INFORMATION

13.1 Confidentiality

Where a Party ("**Recipient**") receives Confidential Information from the other Party ("**Discloser**") during the term, and after termination or expiration of the Agreement, the Recipient shall keep that information confidential and shall:

- (a) not publish or disclose the Confidential Information to any person except as permitted under the Agreement or with the prior written consent of the other Party;
- (b) not use the Confidential Information for any purpose, except where strictly necessary for the performance of its liability under the Agreement.

13.2 Permitted Disclosure

- (a) The Recipient may disclose Confidential Information on a confidential basis to any officer or employee of that Party to the extent it is reasonably necessary for the performance of its obligations under the Agreement.
- (b) The Recipient shall ensure that each officer or employee that receives Confidential Information pursuant to **clause 13.2(a)** is informed of, and shall comply with, the confidentiality obligations of the Recipient under the Agreement.

13.3 Permitted Exemptions

This provision shall not apply to any Confidential Information which:

- (a) is in or comes into the public domain, other than through a breach by the Recipient of an obligation of confidentiality under the Agreement;
- (b) can be shown by the Recipient to have been known to the Recipient before being disclosed to it by the Discloser;
- (c) subsequently comes lawfully into the possession of the Recipient from a third party;
- (d) is required by compulsion of Law to be disclosed to a third party; or
- (e) is disclosed to a Party's legal advisers in the course of obtaining legal advice.

14. SUB-CONTRACTORS

PGi may sub-contract the provision of all or any part of the Services without the prior approval of the Customer.

15. TAX

- (a) All amounts payable under the Agreement or any other agreement or document entered into between the parties are Tax exclusive amounts. The Customer must in addition to the stated amounts pay Tax on such amounts.
- (b) PGi must give to the Customer a tax invoice in accordance with any applicable Law.

16. WARRANTIES

16.1 Warranties

The Customer represents and warrants that:

- (a) it has the power to enter into and perform its obligations under the Agreement and to carry out the transactions contemplated by it and to carry on its business as contemplated in the Agreement;
- (b) it has taken all necessary steps, including any corporate action necessary in the event that it is a corporation, to authorise its entry into and performance of all of its obligations under the Agreement and to carry out the transactions contemplated by the Agreement;
- (c) the execution and performance by it of the Agreement and each transaction contemplated by the Agreement does not and shall not in any respect violate the provisions of:
 - (i) any statute, decree, rule or regulation or any determination, order or award of any court Authority binding on it;
 - (ii) its constitution or other constituent documents;

- (iii) any other document or agreement which is binding on it or its assets;
- (d) it is not knowingly in default or difficulty under any deed, agreement, financial commitment or other document or obligation which is reasonably likely to adversely affect the ability of the Party to comply with its obligations under the Agreement;
- (e) so far as it is aware, it is in full and ongoing compliance with all companies and securities legislation and regulations and all other legislation and regulations to which the Party may at any time and from time to time be subject;
- (f) no Insolvency Event has occurred and is continuing in relation to it; and
- (g) no litigation or administrative or other proceedings before or of any Authority have, to its knowledge, been initiated or threatened against it or any of its assets which would or might have a materially adverse effect upon its business, assets or financial condition.

16.2 Reliance on Warranties

The Customer acknowledges that PGI has entered into the Agreement in reliance upon the warranties in this clause. For the avoidance of doubt, a breach of any of the warranties set out in this clause shall be a material breach of the Agreement.

17. INDEMNITIES AND RELEASES

17.1 Indemnities

The Customer indemnifies and must keep indemnified PGI from and against all Claims and Liabilities sustained, recovered or made against PGI or its servants, contractors or agents in connection with:

- (a) any breach of the Agreement by the Customer;
- (b) any act, omission, negligence or default caused or contributed to by the Customer, including but not limited to any damage to person or property; and
- (c) any Liability in consequence of, or resulting directly or indirectly out of, the supply, the performance or the use of the Services by the Customer.

17.2 Release

The Customer agrees to use the Services at its own risk. The Customer hereby releases to the fullest extent permitted by Law, PGI and its employees, subcontractors and agents, from all Claims and demands of every nature resulting from or in relation to:

- (a) any statement, representation, warranty, promise, undertaking or agreement in connection with the provision of the Services unless the same is specified in the Agreement;
- (b) any Liability by the Customer in consequence of, or resulting directly or indirectly out of, the supply, performance or the use of the Services by any third party except to the extent the Liability arises under an express obligation or a warranty in the Agreement;
- (c) any breach, default, fault or negligence of PGI in or in connection with the Agreement or otherwise except to the extent the Liability arises under an express obligation or a warranty in the Agreement

- (d) any loss of or interruption to data or computer time, loss due to any inaccuracy, alteration or erroneous transmission of data, unauthorised access to data processed or transmitted by, to or through the Services, software errors or the infringement of any Intellectual Property Rights of the Customer; or
- (e) suspension or termination of the Services in accordance with the terms of the Agreement or as otherwise directed by any Authority.

18. LIMITATION OF LIABILITY

- (a) The Customer acknowledges that it has made its own assessment as to the condition, quality, value, suitability and fitness for the purpose of the Services and has placed no reliance in that assessment on any statement, conduct or representation by PGI in relation to those matters. Any condition or warranty which would otherwise be implied in the Agreement is hereby excluded.
- (b) Where legislation implies in the Agreement a condition or warranty, and that legislation voids or prohibits provisions in a contract from excluding or modifying the application or exercise of, or liability under, such condition or warranty, the condition or warranty shall be deemed to be included in the Agreement and the liability of PGI for a breach of such condition or warranty shall be limited, at its option, to one or more of the following:
 - (i) in the case of supply of a product:
 - (A) the replacement of the product or the supply of equivalent product;
 - (B) the cost of replacing the product or acquiring equivalent product; or
 - (C) the repair of the product or the payment of the cost of having the product repaired; and
 - (ii) in the case of services:
 - (A) the supply of the services again; or
 - (B) payment of the cost of having the services supplied again.

19. FORCE MAJEURE

19.1 Liability

Each of PGI and the Customer shall not be liable to the other Party for any Liability incurred by that Party as a direct result of a Party failing or being prevented, hindered or delayed in the performance of its liability under the Agreement by reason of a Force Majeure Event.

19.2 Notice of Delay

The Party affected by a Force Majeure Event shall as soon as practicable notify the other Party in writing of any anticipated delay due to that Force Majeure Event and use reasonable efforts to perform its obligations under the Agreement.

19.3 Limitation or Suspension of the Services

PGi may limit or suspend the Service (including the suspension of the services to the specified area) in the event or likelihood of Force Majeure or any other cases of emergency as set out under the Article 8 of the Telecommunication Business Law.

19.4 Termination

Either Party may terminate the Agreement immediately on providing written notice to the other Party, if delay due to a Force Majeure Event continues for a period in excess of 30 days from the date of notification.

20. DEFAULT AND TERMINATION

20.1 Consequences of Default

If a Default Event occurs, PGi may, in its absolute discretion and without prejudice to any other rights that it may have, at any time prior to rectification of the Default Event, either:

- (a) require the Customer to immediately pay all amounts in relation to any Services which have been invoiced but remain unpaid; and/or
- (b) temporarily and indefinitely suspend the provision of Services; and/or
- (c) require the Customer to pay in advance before supplying any further Services to the Customer; and/or
- (d) confirm the Agreement as a binding Agreement and seek damages and/or any other remedies legally available to PGi; and/or
- (e) treat such Default Event as a repudiation of the Agreement by the Customer and accept the Customer's repudiation, terminate the Agreement and recover from the Customer any amount payable under **clause 20.3**.

20.2 Termination by Notice

Subject to **clause 20.3**, the Agreement may be terminated by either Party upon giving the other Party not less than 60 days' notice in writing.

20.3 Obligations on Termination

- (a) Upon expiration or termination of the Agreement, the Customer must pay to PGi any and all amounts due and payable to PGi under the Agreement, including but not limited to any amount due and payable under **clauses 7.3 and 8.5**;
- (b) Within 30 days following termination of the Agreement PGi shall reconcile all accounts and return to the Customer any Confidential Information of the Customer which is in the possession of PGi.

21. PERSONAL INFORMATION

Each Party agrees to comply with its obligations under the Privacy Act regarding the collection, storage, use and disclosure of Personal Information.

22. NAMES AND MARKS

PGi may from time to time request the Customer to grant rights to PGi for a non-exclusive royalty free license to use any company name, business name or trade mark of the Customer, whether registered or unregistered, and to identify the Customer as a customer of PGi for the purposes of providing the Services and in connection with a marketing, advertising or promotion or PGi or the services provided by PGi. The Customer may at its discretion grant the rights to a request in writing.

23. ASSIGNMENT

- (a) The Customer shall not transfer any right or liability under the Agreement without the prior written consent of PGi, except where the Agreement provides otherwise.
- (b) PGi may without notice transfer any right or liability under the Agreement. Where required by PGi to affect the transfer of any such rights or liabilities, the Customer shall sign and enter into an agreement on substantially similar terms and conditions to the Agreement with the Party to which PGi transfers its rights and liabilities.

24. NOTICES

- (a) Any notice to or by a Party under the Agreement shall be in writing and signed by the sender or any lawyer acting for that Party or, if a corporate Party, an authorised officer of the sender, including any director, secretary or person notified in that capacity by that corporate Party, or under the seal of or any power of attorney conferred by the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient and shall be effective for the purposes of the Agreement upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report.

25. GOVERNING LAW AND JURISDICTION

- (a) The Agreement shall be governed by and construed under the law of Japan
- (b) In the case of any lawsuit, the Tokyo District Court shall have exclusive jurisdiction..

26. GENERAL PROVISION

26.1 Entire Agreement

- (a) The Agreement, including all Schedules attached hereto, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous proposals, negotiations, agreements or arrangements, whether verbal or written made between the parties with respect to such subject matter. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties. If Customer requires use of a Customer-form purchase order in connection with any of the Services to be performed hereunder, Customer hereby acknowledges and agrees that to the extent such purchase order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with the Agreement, shall have no effect whatsoever and the Agreement shall govern the relationship between PGi and Customer.

26.2 Alteration of the Yakkan and the Order of Priority

- (a) The Yakkan may be altered from time to time at the discretion of PGi. In such case, the revised terms and conditions of the Yakkan shall be applied as from the effective date. Customer shall be required to regularly review the PGi website at <http://jp.pgi.com/terms-of-service/>
- (b) The latest version of the Yakkan shall be notified on the PGi website or shall be sent by facsimile or electronic mail. Further, such delivery may be included in invoices sent to the Customer in accordance with **clause 5.1**.
- (c) An Agreement for specific services including pricing schedule may be executed by the Parties. In which case, if any differences in provisions arise between the Yakkan and the agreement for specified services, the latter shall supersede the Yakkan to the extent of the differences. Notwithstanding the above, as for the contents and terms of the services, in case where continuing the services on ex-contents and ex-terms basis is difficult due to business systems of PGi as well as the partners of PGi, the Yakkan shall supersede the agreement for specific services and Customer shall be bound by the terms of the Yakkan.

26.3 Further Assurance

Each Party shall execute any document and perform any action necessary to give full effect to the Agreement, whether prior or subsequent to performance of the Agreement.

26.4 Waivers

Any failure or delay by any Party to exercise any right under the Agreement shall not operate as a waiver and the single or partial exercise of any right by that Party shall not preclude any other or further exercise of that or any other right by that Party.

26.5 Remedies

The rights of a Party under the Agreement are cumulative and not exclusive of any rights provided by Law.

26.6 Severability

Any provision of the Agreement which is invalid in any jurisdiction shall be invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of the Agreement or the validity of that provision in any other jurisdiction.

26.7 Survival of Terms

Clauses 12, 13, 16, 17, 18, 20.3, 21, 25 and 26 shall survive cancellation, termination, expiration or suspension of the Agreement.

27. USER ACCOUNT AND USER ACCESS SECURITY POLICY

27.1 Inactive accounts

PGi reserves the right to cancel or suspend user accounts or passcodes access where there has been no activity on the account for a period of 12 consecutive months. The user account shall remain in the system, and the Customer can contact the PGi to re-issue new accounts passcodes and passwords.

27.2 Strong Password / Passcode Policy

PGi requires customers to use 'strong' passcodes and passwords. A strong passcode / password is one that is:

- (a) **Numeric**: six-ten numeric digit passcode, consisting of non consecutive or the same numbers (i.e.: 123456; 888888; 654321)
- (b) **Alpha / Numeric**: six-ten alpha/numeric characters; consisting of non consecutive characters or familiar name (i.e.: Tokyo office; ABC123)

27.3 Periodic sweeps

PGi shall periodically sweep its database to identify and change 'soft' passcodes to 'strong' passcodes/passwords. PGi may communicate to account owners advising them of this action undertaken to mitigate risk of unlawful usage of user accounts.

28. FOOTNOTES, CHARGES AND FEES

- (a) Where the Customer schedules a GlobalMeet Audio Plus call with the assistance of customer service or using the on-demand service, a booking fee will apply.
- (b) A connection fee shall apply to all active lines in a conference call. An active line includes both participants and moderators.
- (c) Except where Customer is on a Subscription Plan, a minimum call charge will apply to all automated audio conference calls.
- (d) For calls with less than three (3) participants, a minimum participant charge will apply to all automated audio conference calls.
- (e) Except where Customer is on a Subscription Plan, all new moderators shall incur a setup charge.
- (f) Fees and charges are subject to change, and information is available from the tariff sheets upon request.

Supplementary Provision:

- This Yakkan comes into effect on 1st January 2021.
- This Yakkan is non-committal translation of Japanese original version.
- Definitions of Technical Terms other than defined in Article 1 are shown below.

Definitions of Technical Terms

1. Conferencing: Conference by way of telephone and / or web with people attending from multi points at the same time.
2. Premiere conferencing services: Audio conferencing & web conferencing services provided by the Company.
3. Conferencing facilities: Conferencing facilities provided by the Company.
4. Conferencing lines: Electric communication lines, which are used for conferencing, provided by telecom carrier.
5. Contract: The contract to receive conferencing services from the Company.
6. User: The corporation or the foundation who contracts with the Company.
7. Moderator(s): The person(s) in charge of reservation, opening, progress and closing of the conferencing, appointed by the user.
8. Participant(s): The person(s) attending the conference in accordance with the instructions by the moderator(s).
9. Conference participants: All the participants including the moderator.
10. Client Support: The Company's organization in charge of providing various supports to the user.
11. Operator(s): The Company's employee(s) in charge of operating the conferencing systems.
12. Terminal equipment: Telephone set or other communication apparatus connected to telephone line for the participants to use conferencing services.
13. Sub conference: A separate, smaller conference or break-out group organized by the moderator(s) (or, during attended meetings, by the operator at the moderator's request) that takes place within a larger group meeting.
14. Client ID: The ID number for the user set and provided by the Company when the Company accepts an application from the client
15. Access number: A phone number which all participants dial to access a conference call and also termed "Dial-in Number". In addition to regular phone number as above, national toll free, international toll free or local toll numbers can be given to participants to enter a meeting, although different call rates apply.
16. Passcode: A code number for the conference participants provided by the Company, which is addressed to the moderator(s).
17. URL: Web page address of the Company provided to the user.
18. Web password: A code number for the user to use home / web page provided by the Company.
19. Security code: A code number for security purpose voluntarily set by the moderator(s) meeting by meeting (for audio conferencing only).
20. Password: A code number for security purpose set without fail by the moderator(s) meeting by meeting (for web conferencing only).
21. PIN code: PIN number voluntarily set by the moderator(s) to identify each participant.
22. Meeting number: A code number automatically set by the Company to identify each meeting (for WebEx Meeting Center)
23. Dial-in price: The price including service fee only.
24. Toll free price: The price including service fee as well as phone call rate (fixed by the Company).
25. Dial out price: The price includes phone call rate (fixed by the Company).
26. White boarding: A feature used during Web collaboration sessions that provides blank canvas along with annotations and text tools. Often used for brainstorming sessions, the whiteboard can be accessed by participants when control is given over to them by the moderator.
27. Q & A : The session in a conference in which participants can interact and ask questions by signaling on their telephone keypads or via Web collaboration features.
28. Polling / Questionnaire: Electric voting enabling to respond to questions using their keypads or via collaboration features. Surveys can also be conducted by allowing all the participants to vote.
29. Host control: This function includes confirmation of participants list, management of Q & A session, confirmation of results of polling session and chat function



PGi