

Terms of Use for Anula

Article 1 (Purpose)

1. These Terms of Use (“**Terms of Use**”) are applicable to all Users using “Anula” (“**Services**”) provided and operated by WED, Inc. (“**Company**”). Users shall use the Services upon agreeing to these Terms of Use.
2. These Terms of Use stipulate terms and conditions for using the Services. All Users of the Services must use the Services in accordance with the conditions as stated in these Terms of Use as applicable, including age and usage.
3. By agreeing to these Terms of Use, any User enters into a service agreement concerning the Services (“**Agreement**”) between the Company.

Article 2 (Contents of the Services)

1. The Services are knowledge database services that automatically save and categorize the history of web pages searched and viewed by Users through the Services (“**Search History**”) and that suggest personalized articles and contents tailored to Users’ interests and needs through an advanced recommendation feature.
2. Users hereby grant the Company the permission to analyze Search History stored in the Services within the scope of the Services’ purpose.

Article 3 (Conditions for Providing the Services)

1. The Company may suspend or change all or part of the Services without notifying Users of such suspension or change for any reason, including due to maintenance or adding new functions.
2. The Company may establish separate age restrictions, regional restrictions, and other limitations or terms of use for Users of the Services. Users are required to comply with these restrictions and terms.
3. Users agree in advance that the Services might not operate correctly depending on Users’ devices and usage environments.

Article 4 (Intellectual Property Rights)

1. Any information or contents provided, regardless of methods or manners of such provision, in the Services (collectively, “**Company Contents**”) belong to the Company or to the licensors granting licenses to the Company and do not belong to any User. Users must not engage in any secondary usage of the Company Contents, including reproducing, distributing, reprinting, transmitting, publicly transmitting, modifying, or adapting the Company Contents.
2. If Users breach any provision of this Article 8 and cause any damage to the Company, such Users must resolve such damage at their sole cost and expense and take the appropriate measures to hold the Company harmless from any disadvantage, burden or damage.
3. If any User utilizes the features of the Services to input notes or similar content related to the categorization of Search History on the Services, regardless of whether such content has the nature of a copyright work, the Company will be entitled to use such without charge, as long as such use is within the scope of providing the Services to such User.

Article 5 (Prohibited Acts)

1. Regarding Users’ use of the Services, the Company prohibits any of the acts in the following items:
 - (a) acts that breach these Terms of Use;

- (b) acts that violate or likely violate proprietary and personal rights, including Intellectual Property Rights, patent, utility model, design, trademark, copyright and publicity rights of the Company or any third party including a licensor granting a license to the Company;
 - (c) acts that cause or likely cause any disadvantage or damage to the Company or any third party;
 - (d) acts that unlawfully damage or likely damage the honor, right, or credit of other persons;
 - (e) acts that breach any rules including laws, regulations, and municipal ordinances;
 - (f) acts that damage or likely damage any public policy, and acts that provide other Users or any third party with information which likely damage any public policy;
 - (g) criminal acts, any acts which lead to criminal acts, or acts to instigate or likely instigate such acts;
 - (h) acts related to criminal proceeds, acts related to the provision of funds for terrorism, or acts suspected of being related to either of these;
 - (i) acts that provide false information or information that is likely false;
 - (j) acts that prevent or likely prevent the Services from its normal operation, including unlawful access to the Company's systems, or that falsify program codes, falsify location information, cheat using any Communication Equipment and applications, and spread any computer virus;
 - (k) acts that use a macro program or any function or tool enabling automatic manipulation;
 - (l) acts that damage or likely damage the credibility of the Services;
 - (m) acts that cause any negative influence upon young people or their sound growth;
 - (n) acts that pretend to be a third party and use the Services, such as using other Users' accounts; or
 - (o) any other acts which the Company reasonably deems inappropriate.
2. Users and the Company assure that Users and the Company will not engage, by themselves or through third parties, in any of the following acts:
- (a) acts of violent demands.
 - (b) unjust demands exceeding legal responsibility.
 - (c) threatening behavior or use of violence in relation to transactions.
 - (d) acts of damaging the reputation of the other party or interfering with the other party's business operations by spreading rumors or using deceit or force.
 - (e) other acts similar to those listed above.
3. If the Company considers that any acts of Users fall under any of the items in paragraph 1 or paragraph 2, the Company may take any or all of the following measures, without notifying such Users in advance:
- (a) limit usage of the Services;
 - (b) terminate the Agreements; and
 - (c) take any other measures which the Company reasonably deems necessary.

Article 6 (Termination for Cause)

1. The Company may unilaterally terminate the Agreements with Users if such Users fall under any of the categories in the following items:
- (a) if a User or Users have been subject to any disposition, including termination, by the Company before;
 - (b) if a person including a User's heirs inform the Company of such User's death or if the Company confirms such User's death;
 - (c) if a minor uses the Services without the consent of the minor's legal representative;
 - (d) if an adult under guardianship, a person under curatorship, or a person under other similar assistance uses the Services without the consent of his or her adult guardian, curator or assistant;
 - (e) if a User uses the Services without meeting requirements for using the Services prescribed by the Company;
 - (f) if Users do not respond to the Company's request promptly; or
 - (g) if the Company reasonably deems it necessary to terminate the Agreements with Users.

2. Besides the immediately preceding paragraph, the Company may unilaterally terminate the Agreements with such Users by giving notifications to such Users no later than thirty (30) days before such termination

Article 7 (No Guarantee and Disclaimer)

1. The Company does not make any guarantee that contents of the Services are complete, accurate, or valid and the Company does not guarantee that the Services will not be interrupted, stopped, or undergo any other failure.
2. Users must use the Services within the scope permitted by all applicable laws and regulations. The Company will not be responsible for any breach of laws or regulations of any country, including Japan, by Users.
3. The Company will not be responsible for any damage caused by theft of information including User Information stored in the Services due to unforeseen acts, including unlawful access by any third party.
4. The Company will not be responsible for any non-performance of a part or all of obligations under the Agreements due to force majeure events beyond the Company's control, including an act of God, fire, labor strike, trade suspension, war, civil war, and outbreak of an infectious disease.

Article 8 (Third Party Services)

The Services are provided using a search engine service developed, supplied, and maintained by a third party (“**External Search Engine**”). Before using the Services and the External Search Engine, Users shall check, at their own responsibility, the terms of use and other applicable rules of the External Search Engine. The Company makes no guarantees regarding the completeness, accuracy, or effectiveness of the External Search Engine.

Article 9 (Compensation for Damages)

1. Users must compensate the Company for any damages arising from any breach of these Terms of Use or use of the Services (including lost profit and attorneys' fees).
2. Notwithstanding other provisions of these Terms of Use and subject to next following paragraph, if the Company causes damages to Users for a reason attributable to the Company, the Company's compensation for such damages will be limited to amounts specified in the following items:
 - (a) if the damages are caused by the Company's willful misconduct or gross negligence: the total amount of such damages; or
 - (b) if the damages are caused by the Company's negligence other than gross negligence: ordinary damages which are caused actually and directly by such negligence (excluding special damages, lost profit, indirect damages and attorneys' fees) or 10,000 yen, whichever is lower.
3. Notwithstanding the immediately preceding paragraph, if a User is a corporation or uses the Services for its business purpose, the Company shall not be responsible for any damage incurred by such User in connection with the Services, except for gross negligence or willful misconduct by the Company.

Article 10 (Discontinuation of the Services)

The Company may discontinue the Services at its sole and reasonable discretion.

Article 11 (Enquiry)

1. The Company will use its reasonable efforts to answer Users' enquiries concerning the Services; provided, however, the Company will not be obliged to make such answer, unless otherwise obliged by laws, regulations, or these Terms of Use.

2. The Company will not be obliged to explain the reason for not answering any specific enquiries from a User.

Article 12 (Assignment of Status)

Neither Users nor the Company may, without the prior written consent of the other party, assign the contractual status under the Agreements or these Terms of Use to a third party, assign all or part of its rights and obligations under the Agreements or these Terms of Use to a third party, or encumber its rights under the Agreements or these Terms of Use as collateral; provided, however, that if the Company transfers any business related to the Services to a third party, the Company will be entitled to assign, in connection with such transfer of business, Users' contractual status under the Agreements, the rights and obligations under the Agreements, and Users' use record and other information stored in the Services to the transferee of such transferred business and Users hereby agree in advance to such assignment.

Article 13 (Personal Information)

The Company will handle personal information in connection with the Services, pursuant to the "Privacy Policy" stipulated by the Company.

Article 14 (Severability)

1. If a provision of these Terms of Use is held invalid under any applicable law, such invalidity will not affect any other provision of these Terms of Use that can be given effect without the invalid provision.
2. If a provision of these Terms of Use is held invalid under any applicable law in relation to a part of Users, such invalidity will not affect any provision of these Terms of Use in relation to the other Users.

Article 15 (Measures against Breach)

1. If Users find any act of breaching these Terms of Use, Users must inform the Company of such breach.
2. Users may not file any objection to the Company's measures against any act of breaching these Terms of Use.

Article 16 (Term of this Agreement)

An Agreement is valid from the execution date of such Agreement until the User ceases to use the Services; provided, however that the provisions of Articles 4, 7, and 9, Articles 12 to 16, and Articles 18 and 19 will survive the termination of the Agreement and will remain in full force and effect after the termination of the Agreement.

Article 17 (Amendment)

1. The Company may amend these Terms of Use in accordance with Article 548-4 of the Civil Code of Japan in any of the following events and the amended Terms of Use shall apply to agreements after such amendments:
 - (a) if the amendment to these Terms of Use aligns with the general interest of Users; or
 - (b) if the amendment to these Terms of Use does not conflict with the purpose of the Agreements, and it is reasonable in light of the circumstances concerning the amendment such as the necessity of the amendment, the appropriateness of the details of the amended conditions, and the details of such provisions.
2. If the Company intends to amend these Terms of Use, the Company will specify the effective date of such amendment, and notify the Users of its intention to amend these Terms of Use, the

details of the amended terms of these Terms of Use, and the date of such amendment, by a method designated by the Company in no later than two (2) weeks before such amendment.

3. Notwithstanding preceding two paragraphs, Users will be deemed to have agreed to such amendment if the User uses the Services or do not terminate the Agreement within certain period specified by the Company after receiving such notification of the amendments pursuant to the immediately preceding paragraph from the Company.

Article 18 (Governing Law)

These Terms of Use shall be governed by and construed in accordance with the laws of Japan.

Article 19 (Jurisdiction)

Any dispute between Users and the Company will be adjudicated in the Tokyo District Court as the court of first instance.

Article 20 (Miscellaneous)

1. Users must follow any rules separately stipulated by the Company regarding any matter not covered in these Terms of Use. In this case, such rules will constitute as an inseparable part of these Terms of Use.
2. Rules as stipulated in the immediately preceding paragraph will be effective the moment such rules are published or announced on the place designated by the Company.
3. If there is any conflict between such rules as stipulated in paragraph 1 above and these Terms of Use, these Terms of Use will prevail.

Supplementary provision :

Established and became effective as of December 20, 2023

Additional Terms for TestFlight Version

If the Services are beta version, the following provisions will apply in addition to the Terms of Use for Anula (“**Terms of Use**”).

Article 1 (No Warranty and Disclaimer)

The Services are provided as a work in progress and, due to their nature, might include bugs, defects, malfunctions, and other issues that could affect normal use. The Company makes no warranties whatsoever regarding the accuracy, completeness, usefulness, reliability, or harmlessness of the Services.

Article 2 (No Obligation to Transfer Data)

The Company is not obligated to transfer data from the TestFlight version to the official version of the Services or any other services after the TestFlight version ceases to be provided.

Article 3 (Application of Terms of Use)

If any User agrees to the terms of use of the Services’ official version and continues to use the Services after the release of such official version, then the provisions of the Terms of Use, excluding the contents of the TestFlight version terms, will continue to apply between such User and the Company.

Article 4 (Changes to the Service)

Since the Services are under development, the Services might be changed without any notice in advance, which might result in the loss of data, functionality, or utility. Users hereby agree that the Company may make such changes and will not be responsible for such loss.

Article 5 (Discontinuation of the Service)

The Company reserves the right to discontinue all or part of the Services at any time at its discretion.