

Pocket Concierge Terms of Use (For Users)

For your convenience, we have provided a translation of this page below. This translation is for informational purposes only, and the definitive version of this page is the Japanese version.

These Terms of Use (hereinafter, "these Terms") set forth the terms and conditions to be agreed upon by you, the User, with regard to the use of all "Pocket Concierge" services (tools and a platform provided and operated by Pocket Concierge Inc. (hereinafter, "the Company")) and/or dining services offered through American Express Company or its subsidiaries. These Terms shall apply when the User uses the Services. The User will be deemed to have agreed to the content of these Terms at the time they have conducted user registration, so please be sure to read through these Terms before using the Services.

Article 1 (General Provisions and Scope of Application)

1. These Terms set forth the basic provisions regarding the use of the Services provided and operated by the Company.
2. These Terms shall apply to the Company and the User with respect to the use of the Services.
3. Any separate or additional provisions relating to the Services posted by the Company on the usage screen, or any rules relating to the Services sent by the Company through e-mail, etc., shall constitute a part of these Terms. And if such individual provisions, additional provisions, rules, etc. conflict with the content of these Terms, then the individual provisions, additional provisions, rules, etc. shall be given precedence.
4. Please use the Company website and other websites, applications or other services linked to in the provision of the Services (hereinafter collectively referred to as "External Services, etc.") in accordance with the terms of use, etc. for the Company website or for each respective External Service, etc.

Article 2 (Definitions)

In these Terms, the meanings of the terms listed in the following items shall be as defined in the respective items.

1. "The Services"

is a general term for the "Pocket Concierge" services (provision of tools and a platform to facilitate the conclusion of reservation agreements (hereinafter "Reservation Agreements") and service provision agreements for food and beverages, etc. (hereinafter referred to collectively with Reservation Agreements as "Service Agreements") between the User and Registered Restaurants or Non-Registered Restaurants) and its related services provided the Company.

2. "Service User Agreement"

means the contractual relationship regarding the use of the Services that arises between the User and the Company when the User uses the Services, and includes these Terms and other documentation relating to the Services that may be distributed, transmitted or posted by the Company (hereinafter, "Individual Terms of Use"), etc.

3. "The User"

means an entity, group or individual that has concluded a Service User Agreement with the Company by agreeing to these Terms.

4. "Registered Restaurant"

means a restaurant operator (individual or entity) that has conducted user registration for the Services by agreeing to the terms and conditions separately established by the Company.

5. "Non-Registered Restaurant"

means a restaurant operator (individual or entity) that has NOT conducted user registration for the Services with the Company but is able to enter into a Service Agreement with the User through the Company's Services based on the request of the User.

6. "Applicant"

means an entity, group or individual who wishes to use the Services.

7. "User registration"

means user registration by the Applicant for the Services in the manner stipulated in Article 3.

8. "Registered Information"

means information specified by the Company registered by the Applicant/User at the time of user registration, information that the User has registered at the request of

the Company during use of the Services, and any additions and changes to such information made by the User.

9. "Content"

means any information that is available to the User through the Services, including, but not limited to, texts, images, video, audio, music and other audible sounds, graphics, software, programs, source codes, and other types of data.

10. "Account"

means an account (qualification) necessary to use the Services, which is issued individually by the Company to the Applicant who registers to use the Services.

11. "Password"

means a code, used in combination with an account to distinguish the User from other users, and used when logging into an account.

12. "The Company website"

means the website relating to the Services operated by the Company under the domain name of "https://pocket-concierge.jp/" (Including the website operated under another domain name, if the domain or content of the Company website is changed for any reason).

13. "Intellectual property rights"

means copyrights, patent rights, utility model rights, trademark rights, design rights and other intellectual property rights (including the right to acquire those rights or apply for registration etc. for those rights).

14. "Smart payment"

means online payment service by the Payment Agency Service defined in Article 7.2 among the payment methods (as defined in Article 7.2) between Service Users for this Service.

15. "Cancellation fee"

means the amount stipulated in the cancellation policy established by the Registered Restaurant or Non-Registered Restaurant, or the amount calculated by applying the cancellation policy stipulated in Article 5.8 to the course fee (the amount displayed on the Company website includes consumption taxes and the service charge; the same applies hereinafter).

Article 3 (User Registration)

1. The Applicant may apply to the Company for registration to use the Services by agreeing to comply with these Terms and all Individual Terms of Use relating to the Services and providing Registered Information in the manner prescribed by the Company.
2. The qualifications and conditions of those who may register to use the Services are as follows; provided, however, that item (1) does not apply to entities.
 - (1) In the case of a minor: Those who have obtained the general consent of their statutory agent and who have an e-mail address.
 - (2) Those who are not an existing user of the Services and who have a valid e-mail address.
3. The Company shall screen applications to register for the Services by an Applicant in accordance with the Company's criteria, and user registration shall be regarded as complete when the Company has notified the Applicant to the effect that the application has been approved.
4. The Service User Agreement shall be established between the User and the Company in accordance with the provisions of these Terms, and the User shall be able to use the Services in the manner prescribed by the Company, upon the completion of user registration based on the provisions of the preceding paragraph.
5. The Company reserves the right to reject an application for user registration pursuant to paragraph 1 of this Article if any of the following items applies to the Applicant:
 - (1) The Registered Information provided by the Applicant to the Company is found to be false, inaccurate or contain omissions in whole or in part;
 - (2) The Applicant has been suspended from using the Services (including account deletion, etc.) in the past, or is currently suspended from using the Services;
 - (3) The Applicant is a minor, an adult ward, a person under curatorship or a person under assistance and has not completed the legal acts or procedures required to apply for user registration, such as obtaining the consent of their statutory agent, adult guardian, curator or assistant;
 - (4) The Company deems that the Applicant does not satisfy any of the qualifications and conditions listed in each item of paragraph 2;
 - (5) The Company deems that the Applicant is an Anti-Social Force, etc. (which means an organized crime group, organized crime group member, right-wing group, anti-social force, and other parties analogous to each of the preceding; the same applies hereinafter) or has some kind of interaction or involvement with an Anti-Social Force, etc., such as cooperation or involvement in the maintenance, operation or

management of the Anti-Social Force, etc. through the provision of funding or other means;

(6) The Applicant already holds an account; or

(7) The Company otherwise deems registration by the Applicant to be inappropriate.

6. The User must provide true and accurate information when registering Registered Information. The Company will provide the Services based on the Registered Information registered by the User. The Company assumes no liability for any loss or damage incurred by the User due to false statements, errors or omissions in the contents of the User's Registered Information.
7. The User shall notify the Company of any change to the User's Registered Information within 14 days of such changes in a manner specified by the Company, and provide the Company with any relevant materials upon request.
8. If any notices provided by the Company fail to reach the User due to reasons attributable to the Users' non-compliance with the preceding paragraph, the notice provided by the Company shall be deemed to have reached the User at the time it ought normally to have arrived.

Article 4 (Management of Account and Password)

1. The User shall be responsible for keeping and safeguarding its own account and password used for the Services, and the User must not allow a third party to use, or lend, transfer, change the ownership of, sell, etc., its account and password. Use of the Services from an account that has been logged into with a matching account and password shall be regarded by the Company as use by the User registered as holding such account and password.
2. The User assumes liability for any loss or damage arising from its inappropriate management or safeguarding of its account or password, or from its erroneous use or unauthorized use of its account and/or passwords by third parties. The Company assumes no liability for such loss or damage.
3. In the event the User discovers the theft or unauthorized use of the User's account and/or password by any third party, the User shall immediately notify the Company to that effect and follow the instructions of the Company to resolve the matter.

Article 5 (Description and Use of the Services)

1. The User may, only during the period the user registration is valid, use the Services in the manner prescribed by the Company within the scope of the purpose of these Terms and insofar as such use does not violate these Terms.
2. The User and Registered Restaurants or Non-Registered Restaurants (hereinafter collectively referred to as "Service Users") shall conclude Service Agreements through the Services directly in accordance with the procedure and flow separately prescribed by the Company.
3. A Reservation Agreement shall be established when the User applies to make a reservation at a Registered Restaurant or Non-Registered Restaurant through the Services in the prescribed manner and a confirmation that the reservation has been completed is displayed on the User's personal page on the Company website relating to the Services. In addition, once the Reservation Agreement is established through the Services, an e-mail stating that the reservation has been completed and its contents, etc. will be sent to the User's registered e-mail address. This e-mail is sent only for the purpose of confirmation, and the non-delivery of the e-mail or the User's failure to check this e-mail shall not affect the establishment of the Reservation Agreement.
4. The Service is intended to facilitate the conclusion of Service Agreements directly between Service Users; the Company is not a party to such Service Agreements.
5. The Company does not confirm or make any warranty as to the quality, accuracy, legality, usefulness, etc. of the provision of services, etc. based on Service Agreements concluded through the Services. And the Company assumes no liability with respect to defects, contractual non-conformity or default in connection with the provision of services, etc. based on Service Agreements, except in the case of willful misconduct or negligence on the part of the Company. In addition, the Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company. Also, the Company does not manage the provision of services by restaurants based on Service Agreements and assumes no liability for any disadvantage or damage incurred by the User due to the default on the Service Agreement by the Registered Restaurant or Non-Registered Restaurant.
6. If the User concludes a Service Agreement with a Registered Restaurant through the Services, the User may be obliged to pay the Company a fee separately determined

by the Company as a Service usage fee (hereinafter, "Usage Fee"). The specific timing and method of payment shall be in accordance with the provisions of Article 7. Usage Fees paid by the User will not be refunded for any reason.

7. The User is obliged to make payments to the Registered Restaurant or the Non-Registered Restaurant in accordance with the contents of the Service Agreement. The timing and method of payment shall be in accordance with the provisions of Article 7.
8. If the User concludes a Service Agreement with a Non-Registered Restaurant through the Services, the User may be obliged to pay the Company a fee separately determined by the Company as a Usage Fee. The specific timing and method of payment shall be in accordance with the provisions of Article 7, and Usage Fees paid by the User based on the provisions of this paragraph will not be refunded for any reason.
9. In principle, a Service Agreement may not be modified or cancelled once established. If the User has modified or cancelled a Service Agreement notwithstanding the foregoing, then the User may be charged a cancellation fee in accordance with the cancellation policy established by a Registered Restaurant or Non-Registered Restaurant; provided, however, that the Company may collect a cancellation fee calculated by applying the following cancellation policy to the course fee if the Registered Restaurant or Non-Registered Restaurant has not established its own cancellation policy. The date and number of days shall be calculated by the Company from the date on which the User requested cancellation, not counting the restaurant's holidays.

Date of modification or cancellation request	Cancellation fee
On the date of the reservation	100% of the course fee
1 business day prior to the date of the reservation	100% of the course fee
2 business days prior to the date of the reservation	50% of the course fee
3 business days prior to the date of the reservation	50% of the course fee
	Cancellation fee
Cancellation without notice, late arrival or no show	100% of the course fee

10. If the User incurs a cancellation fee based on the provisions of the preceding paragraph, then the Company may appropriate any Payment Received by Agency (as defined in Article 7.4 item (1); the same applies hereinafter) made by the User in whole or in part for payment of the cancellation fee.

Article 6 (Responsibilities of the User)

Internet access is required to use the Services, and the User shall be required to properly prepare, install and operate all devices, software and means of communication required to use the Services at the User's own expense and responsibility. The Company shall have no involvement in the User's access environment and assumes no responsibility for its preparation or operation.

Article 7 (Payment Procedures)

1. If the User is obliged to pay Usage Fees, the User shall pay the Usage Fee to the Company by the deadline and in the manner separately specified by the Company.
2. Course fees, etc., cancellation fees and Usage Fees between Service Users in the use of the Services (hereinafter collectively referred to as "Fees, etc.") shall be settled directly by and between the Service Users, or paid to the Company or the payment company designated by the Company who has been entrusted to collect payment by the Registered Restaurant (hereinafter, "Payment Agency Service"), according to the User's preference.

3. The credit card that can be used in the Service Agreement must be in the name of the User, and the User may not use another person's credit card or a false credit card that has been fraudulently obtained, and shall comply with the terms and conditions pertaining to such credit card.
4. The timing and method of payment in the case of smart payment shall be as follows

(1) Payment with the user

When a reservation agreement is concluded with a registered restaurant, when a cancellation fee is incurred, or when additional charges are incurred due to an additional order placed at a registered restaurant, the user shall make payment to the Company or a payment company designated by the Company within the period separately designated by the Company, in accordance with the method separately designated by the Company. (Such payment shall hereinafter be referred to as "Payment of Charges, etc." and the paid money shall be referred to as "Agency Payment"). Specifically, the following payments shall be made.

- ① If there is no additional order at the time of use of a registered restaurant, the payment shall be made when the reservation agreement is concluded with the registered restaurant.
- ② If an additional order is placed at the time of use of a registered restaurant, payment shall be made when the reservation agreement is concluded with the registered restaurant, and when the registered restaurant, as a party to this agreement, sends a receipt including the details of the additional order.
- ③ In the event that a change is made to the reservation agreement or a cancellation fee is incurred due to cancellation of the reservation agreement, payment shall be made at the time the cancellation fee is incurred due to such change or cancellation.

(2) Remittance to registered restaurants

When a payment is made by a user to the Company or a payment company designated by the Company, the Company or the payment company designated by the Company shall, in accordance with the timing, conditions, and method separately designated by the Company, remit from the paid-in substitute payment the Service usage fee determined separately by the Company (hereinafter referred to as "registered storefront fee") and consumption tax thereon.) and consumption tax, etc. thereon, shall be remitted to the registered store in accordance with the method separately specified by the Company or the payment company designated by the Company. However, registered stores shall bear the cost of remittance.

5. Notwithstanding the provisions of these Terms, the Company or the payment company designated by the Company may terminate the Payment Agency Service for a Service Agreement and refund the Payment Received by Agency to the User in the following cases; provided, however, that in the event a cancellation fee is incurred, the User may be refunded the balance of the Payment Received by Agency remaining after the amount appropriated for payment of the cancellation fee in accordance with the provisions of Article 5.9 has been deducted. In addition, the cost of the refund shall be borne by the User, and the Company shall select a reasonable manner via which to process the refund.
 - (1) The Company has received confirmation from both Service Users that the Service Agreement has been terminated by the agreement of both Service Users;
 - (2) A party to the Service Agreement has delayed the payment of Fees, etc. or the performance of any other obligations under the Service Agreement, and the Service Agreement has been cancelled (including cases where the Service Agreement is deemed to have been cancelled) after the party in breach has failed to render performance of such obligations within 1 week after having been demanded to do so by the other party to the Service Agreement or by the Company;
 - (3) After the formation of the Service Agreement, a party to the Service Agreement has not responded to communication or notices sent from the Company or the other Service User under the Service Agreement via normal means of communication for at least 1 week and the Service Agreement has been cancelled (including cases where the Service Agreement is deemed to have been cancelled); or
 - (4) The Company has otherwise deemed it inappropriate to hold Payment Received by Agency
6. If we receive a usage investigation from the credit card holder, credit card company, or payment company, or if we deem the use of the credit card inappropriate, we may, at our discretion, delete the user's registration information, terminal information, etc., contents, suspend or limit the use of the Service, or delete the account without the user's consent.
7. The user shall be responsible for any fees or exchange losses incurred when changing or canceling a reservation contract at the user's request, and we shall not be liable for any such fees or exchange losses.
8. The Company shall not in any way be responsible for the payment of Fees, etc. between Service Users after the payment and/or refund has been processed based on the provisions of this Article.

Article 8 (Prohibited Acts)

The User shall not commit any of the following acts or acts that may correspond thereto either itself or through third parties in connection with its use of the Services:

1. Any acts in violation of applicable laws and regulations, court judgements and decisions, court orders or other legally binding administrative dispositions, or any acts that encourage or may encourage such acts;
2. Any fraudulent or threatening acts against the Company, Registered Restaurants, Non-Registered Restaurants or third parties;
3. Any acts that are contrary to public order or morality, or that may be prejudicial to good morals;
4. Any acts that infringe upon, or that may infringe upon, the intellectual property rights, publicity rights, privacy, reputation, or any other rights or benefits of the Company, Registered Restaurants, Non-Registered Restaurants or third parties;
5. Any act of demanding a change to or cancellation of a Service Agreement in a manner other than that specified in Article 5.8 of these Terms, or not showing up for a reservation at a Registered Restaurant or Non-Registered Restaurant who became a party to the relevant Service Agreement;
6. Any act by an individual User of concluding Service Agreements with multiple Registered Restaurants or Non-Registered Restaurants to receive the provision of services during the same time frame (lunch or dinner, etc.) on the same date;
7. Any acts of transmitting information which corresponds, or the Company deems to correspond, to any of the following items to the Company, Registered Restaurants, Non-Registered Restaurants or third parties through the Services:
 - Personal Information (which means "Personal information" as defined by Article 2.1 of the Act on the Protection of Personal Information), or any information violating the privacy of any individual;
 - Information containing extremely violent, cruel or brutal expressions;
 - Information containing computer viruses or other harmful programs;

- Information containing extremely obscene expressions (which means any expression that is judged by the Company to be sexually suggestive, regardless of whether it is artistic or not);
 - Information containing expressions that encourage discrimination;
 - Information containing expressions that may induce, solicit or encourage suicide or self-harm;
 - Information on the sale or purchase of narcotics or dangerous drugs, or information containing expressions that may induce, solicit or encourage inappropriate use of narcotics or dangerous drugs;
 - Information containing anti-social expressions;
 - Information requesting to disseminate junk, spam or chain e-mails, etc. to third parties;
 - Information containing illegal solicitation or advertisements, etc.;
 - Information containing expressions that cause discomfort to others;
 - Information intended for meeting strangers of the opposite sex; or
 - Any information similar or equivalent to any of the preceding items.
8. Any act of reverse engineering;
 9. Any acts that put an excessive load on the network or system, etc. used for the Services;
 10. Any acts that cause damage to the Company, such as accessing any of the systems connected to the Services without authorization, or modifying or deleting any information or data stored within the Company's facilities without authorization;
 11. Any act of intentionally publishing or posting false data, etc.
 12. Any act of impersonating the Company, Registered Restaurants, Non-Registered Restaurants or third parties;
 13. Any act of using the account or password of other users or Registered Restaurants;
 14. Any act of carrying out promotion, advertising, solicitation or sales activities on the Services without the prior approval of the Company;

15. Any act of resale of rights pertaining to reservation agreements made through the Service for profit, or any other unauthorized use of the Service.;
16. Any acts that provide benefits to Anti-Social Force, etc.;
17. Any acts intended for meeting strangers of the opposite sex;
18. Any acts in violation of the spirit or purpose of these Terms, Individual Terms of Use or the Services;
19. Any acts that would directly or indirectly trigger or facilitate any of the acts listed in each of the preceding items; or
20. Any other acts that the Company deems inappropriate.

Article 9 (Deactivation by the User)

1. The User may deactivate its account for the Services at any time in accordance with the prescribed procedures; provided, however that this shall not apply if the User has any outstanding or unfulfilled obligations under a Service Agreement. The User will no longer be able to use the Services after deactivating its account.
2. Any and all of the User's obligations owed to the Company then outstanding shall be automatically accelerated and become immediately due and payable to the Company in full upon deactivation of the User's account.
3. Even when the User has deactivated its account, the User shall not be relieved of any responsibilities or obligations (including, but not limited to, liability for damages) to the Company, Registered Restaurants and Non-Registered Restaurants under the Service User Agreement or Service Agreements.
4. The Company may retain and continue to use information provided by the User even after the User has deactivated its account.
5. The Company may, at its discretion, delete the User's account when the User has deactivated its account.
6. The User will be required to complete user registration procedures once again to re-register for the Services after deactivating its account. The User acknowledges in advance that the account data from the User's deactivated account will not be provided after re-registration procedures.

Article 10 (Measures in the Case of Violation of these Terms, etc.)

1. If the Company deems that any of the following circumstances correspond or are likely to correspond to the User, then the Company may, at its discretion, delete the User's Content including Registered Information and device information, suspend or restrict the User's use of the Services, or delete the User's account.
 - (1) The User has violated any of the provisions set forth in these Terms;
 - (2) The Registered Information provided by the User to the Company is found to be false in whole or in part;
 - (3) The User has demonstrated an inability or unwillingness to pay its debts or has become insolvent, or the User is the subject of a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings or any other proceedings analogous to each of the preceding;
 - (4) The User has died, or has received a ruling for the commencement of guardianship, curatorship or assistance;
 - (5) The User has not responded to inquiries or other communications from the Company requesting a response, and 30 or more days have passed;
 - (6) The User has been suspended from using the Services (including account deletion, etc.) in the past, or is currently suspended from using the Services;
 - (7) The User is a minor, an adult ward, a person under curatorship or a person under assistance and has not completed the legal acts or procedures required to apply for user registration, such as obtaining the consent of their statutory agent, adult guardian, curator or assistant;
 - (8) The Company deems that the User is an Anti-Social Force, etc. or has some kind of interaction or involvement with an Anti-Social Force, etc., such as cooperation or involvement in the maintenance, operation or management of the Anti-Social Force, etc. through the provision of funding or other means;
 - (9) The Company deems it necessary to take such measures for the operation, maintenance and management of the Services;
 - (10) The User has misused its account or password;
 - (11) The User has misused information and contents provided through the Services;
 - (12) The User has not used the Services for 12 consecutive months after registering;
 - (13) The Company has deemed that the User is a risk of causing harm to the Company, Registered Restaurants, Non-Registered Restaurants or other third parties;
 - (14) The Company has been notified by a credit card company or payment company that the credit card registered to the User's account is being used fraudulently; or

- (15) The Company has deemed that there are grounds on which to take such measures analogous to each of the preceding items.
2. Even when the User's account has been deleted, the User shall not be relieved of any responsibilities or obligations (including, but not limited to, liability for damages) to the Company, Registered Restaurants, Non-Registered Restaurants and third parties under the Service User Agreement or Service Agreements.
 3. The Company assumes no liability for any loss or damages incurred by the User due to actions taken by the Company under this Article, and the Company may retain and continue to use information provided by the User even after the Company has deleted the User's account.

Article 11 (Monitoring)

The Company may, at its discretion, monitor the Services to check whether they are being used by the user properly, and the user shall agree to the same.

Article 12 (Changes, Additions, Termination or Suspension of the Services)

1. The Company reserves the right to make changes or additions to the content of the Services in whole or in part without prior notice to the User.
2. The Company reserves the right to terminate the provision or operation of the Services in whole or in part at its discretion. In this case, the Company shall notify the User to that effect in a manner deemed appropriate by the Company; provided, however that the Company may terminate the provision or operation of the Services without notice to the User in the case of an emergency.
3. The Company reserves the right to temporarily suspend the Services in whole or in part without prior notice to the User under the following circumstances:
 - (1) To carry out emergency or regularly scheduled maintenance or repair work on the hardware, software or other communications equipment, etc. for the Services;
 - (2) There is excessive load placed on the system due to increased usage or other unexpected reasons;
 - (3) There is a need to ensure the security of the Services;
 - (4) Services are not provided by telecommunications carriers;
 - (5) Provision of the Services is rendered difficult due to a force majeure event, such

as a natural disaster;

(6) Provision of the Services is rendered difficult due to fires, power failures and other unforeseen accidents, or wars, conflict, disturbances, riots, labor disputes, or such similar events;

(7) Operation of the Services is rendered impossible due to laws or regulations, or any measures implemented in accordance with such laws or regulations; or

(8) The Company deems it necessary to suspend the Services for any reason analogous to each of the preceding items.

4. The Company assumes no liability for any loss or damages incurred by the User due to actions taken by the Company under this Article, except in the case of willful misconduct or negligence on the part of the Company. In addition, the Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company.

Article 13 (Collection, Analysis and Handling of User Information)

1. The Company shall handle the User's information, including Registered Information and device information, in accordance with the "Privacy Policy" separately established by the Company, and the User shall agree to the same.
2. The Company may, at its discretion, use the User's information, including Registered Information provided by the User and device information, or publicize or disclose such information as statistical information after it has been processed into a non-personally identifiable format, for the purpose of providing and operating the Services, improving and enhancing service content, etc., and the User shall agree to the same.
3. The Company uses Identification for Advertisers (hereinafter, "IDFA"), Advertising IDs, cookies and other data collection modules, etc. to collect information (including, but not limited to, browser history logs) relating to the use of the Services and to distribute retargeting advertisements. (There may be cases where the Company uses IDFA, cookies and other analysis tools, etc. simultaneously or where such analysis tools, etc. utilize IDFA, Advertising IDs or Cookies.) For information regarding IDFA and these data collection modules, etc., please refer to the terms of use and privacy policies established by the respective providers of these modules. The Company assumes no liability for any loss or damage arising as a result of the use of IDFA, Advertising IDs, cookies and other data collection modules, except in the case of willful misconduct or negligence on the part of the Company. In addition, the

Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company.

Article 14 (Confidentiality)

1. In these Terms, "Confidential Information" means any information of the Company, including its technical, sales, business, financial and organizational information, disclosed or provided by the Company to the User in writing, verbally or via recording media, etc., or otherwise obtained by the User, in connection with the Services; provided, however, that information which falls under any of the following items is excluded from Confidential Information.
 - (1) Information that the User already possessed before the Company provided or disclosed such information to the User or the User otherwise obtained such information;
 - (2) Information that, through no fault of the User, came to be publicly known either before or after the Company provided or disclosed such information to the User or the User otherwise obtained such information;
 - (3) Information the User duly obtained from a third party with legitimate authority without any obligation of confidentiality; and
 - (4) Information the User independently developed without recourse to Confidential Information.
2. The User must not use Confidential Information for any purpose other than use of the Services, and the User must not provide, disclose or leak Confidential Information to any third party without the prior written consent of the Company.
3. Notwithstanding the provisions of the preceding paragraph, the User may disclose Confidential Information based on laws and regulations, or an order, request or demand from the courts or government agencies; provided, however, that the User must promptly notify the Company when the User has received such order, demand or request.
4. The User shall obtain the prior written consent of the Company to reproduce, copy or adapt any Confidential Information, and the User shall strictly manage such reproduced, copied or adapted materials, etc. in accordance with the provisions of paragraph 2 above.

5. The User must return or destroy any Confidential Information, documentation and other recording media containing Confidential Information, and all reproduced, copied or adapted materials, etc., in accordance with the instructions of the Company without delay when requested to do so by the Company at any time.

Article 15 (Compensation for Damages)

1. If the User has caused damage to the Company by violating any provision set forth in these Terms, or in connection with the User's use of the Services, then the User must fully compensate the Company for any such damage (including fees for lawyers and other professional fees, and the amount equivalent to the personnel expenses incurred by the Company).
2. If the Company has received a claim from a Registered Restaurant, Non-Registered Restaurant or third party on the grounds of an infringement of rights or for any other reason in connection with the User's use of the Services, the User must indemnify the Company for the damages the Company was forced to pay to compensate the damaged party in accordance with such claim as well as the expenses incurred by the Company to resolve any dispute, etc. arising from such claim (including fees for lawyers and other professional fees, and the amount equivalent to the personnel expenses incurred by the Company).
3. The Company assumes no liability for any loss or damages incurred by the User in connection with the Services, except in the case of willful misconduct or negligence on the part of the Company. In addition, the Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company.

Article 16 (Disclaimer of Warranties and Indemnification)

1. The Company does not warrant in any way that the Services, the Content provided through the Services, or information that may be obtained by the User through the Services, such as through the provision of services by Registered Restaurants and Non-Registered Restaurants: (a) are fit for the particular purpose of the User; (b) meet User expectations with regard to function, commercial value, accuracy, usability and integrity, (c) are in compliance with laws and regulations or the internal rules of industry associations, etc. applicable to the User with respect to the use of the Services; or (d) are free from defects and malfunctions.

2. The Company make no warranty that the Services are compatible with all communications devices, and the User acknowledges in advance that even if the Services are compatible at time the User commences use, it is possible that malfunctions may subsequently occur in the operation of the Services as a result of version updates to the OS of the device used to access the Services. The Company makes no warranty that it can resolve such malfunctions by modifying the program, etc.
3. The User acknowledges in advance that the use of some or all of the Services may be restricted due to changes in the terms of use of app stores such as AppStore and Google Play, etc.
4. The Company assumes no liability for any loss or damage arising from, or in connection with, the Services for any reason whatsoever, including loss or damage arising from suspension, interruption, termination, unavailability or change to the content of the Services; deletion or loss of any information transmitted by the User through the Services; deletion or loss of the User's account; failure of or damage to devices and equipment; and information such as Content or third-party Content, except in the case of willful misconduct or negligence on the part of the Company. In addition, the Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company.
5. The Company will store Registered Information and device information, etc. on a highly-secure cloud storage system that the Company deems to have a proven track record. However, the Company makes no warranty as to the complete safety, reliability, etc. of such storage system, and assumes no liability for any loss or damages arising from the loss of stored data including Registered Information and device information, except in the case of willful misconduct or negligence on the part of the Company. In addition, the Company's liability for damages in the case of slight negligence on the part of the Company shall be limited to direct and ordinary damages that actually occurred due to circumstances attributable to the responsibility of the Company.
6. If a dispute has arisen between the User and a Registered Restaurant, Non-Registered Restaurant or any other third party in connection with the Services, then the User shall immediately notify the Company to that effect and resolve the matter at the User's own expense and responsibility; the Company shall not be in any way involved or responsible.

Article 17 (Term)

The Service User Agreement shall remain in effect between the User and the Company during the period of the provision of the Services from the date on which the User completed user registration based on the provisions of Article 3 to the date on which the User deactivated its account or on which the Company deleted the User's account, whichever comes first.

Article 18 (Amendments to these Terms)

The Company reserves the right to make amendments or additions to these Terms and Individual Terms of Use relating to the Services as it deems necessary. In this case, the Company shall notify the User of the content of such amendments or additions and the timing thereof in advance by the method prescribed in the following Article.

Article 19 (Contact and Notices)

1. Any notices regarding amendments to these Terms and any other communication regarding the Services from the Company to the User shall be made by way of posting such notices and communications in a suitable location on the Company website, sending e-mail, or other means the Company deems appropriate.
2. Any inquiries regarding the Services and any communications or notices from Users to the Company shall be made using the inquiry form located in a suitable location on the Company website, or by way of other means designated by the Company.
3. The Company may send advertisements and/or promotions relating to the Services and the financial instruments and services, etc. of American Express Company to the User's registered e-mail address.

Article 20 (Prohibition of Assignment of Status under these Terms)

1. The User may not assign (including transfer by comprehensive succession along with merger or a company split, etc.) or pledge as security its status under the Service User Agreement, or its rights and obligations based on these Terms, to any third party in whole or in part without the prior written consent of the Company.
2. In the event that the Company transfers its business related to the Services to any third party, it shall, in connection with the transfer, also be able to transfer its status,

rights and obligations under the Service User Agreement, as well as information of the User including Registered Information, to the assignee of such business transfer, and the User shall hereby be deemed to have agreed to such transfer in advance. Any transfers of business as provided for in this paragraph shall include mergers through which the Company is merged, absorbed or split, as well as comprehensive succession due to company split or other organizational change.

Article 21 (Severability)

If any provision of these Terms or a part thereof is judged to be invalid or unenforceable under laws or regulations, etc., then the remaining provisions of these Terms (as well as the remaining parts of the relevant provision, where only a part of a provision is judged to be invalid or unenforceable) shall remain in full force and effect; provided, however, that the Company and the User shall endeavor to amend the invalid or unenforceable provision or part to the extent necessary to make such provision or part valid and enforceable and give it the intent and same legal and economic effects initially intended or contemplated by the original provision.

Article 22 (Survival)

The provisions stipulated in Article 7.5, paragraphs 2 through 6 of Article 9, Article 10.2 and 10.3, Article 12.2 and Article 12.4, Article 14, Article 15, paragraphs 4 through 6 of Article 16, this Article 22, Article 23 and any other provision which by its nature should naturally survive the Service User Agreement shall survive the termination of the Service User Agreement.

Article 23 (Governing Law and Jurisdiction)

These Terms shall be governed by the laws of Japan, and any disputes arising out of, or in connection with, these Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 24 (Resolution by Discussion)

The Company and the User shall discuss and promptly resolve any matters not stipulated in these Terms or any doubts arising as to the interpretation of any of the provisions stipulated in these Terms in accordance with the principle of good faith.

(Supplementary Provisions)

Established: December 12, 2012

Amended: June 30, 2014
Amended: September 3, 2014
Amended: August 26, 2015
Amended: December 2, 2015
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