

[English Translation]

## ImageFlux Online Application Plan Use Terms and Conditions

### Article 1 (Application of Terms and Conditions)

1. These ImageFlux Online Application Plan Use Terms and Conditions (these “Terms and Conditions”) are the Basic Service Terms and Conditions applicable to each plan (the “Service”) which is applied for from the Service Site via the Internet out of the Basic Service, “ImageFlux” which SAKURA internet Inc. (the “Company”) provides.
2. The user of the Service (the “User”) shall observe the Basic Terms and Conditions which the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Service.

### Article 2 (Contents of the Service)

1. The Service is the service which automatically processes size, file format, effect and color tone, etc. of the original image file placed on the User’s server according to the setting of the User and distributes images in response to requests from a device.
2. Contents and conditions of use of the Service shall be as set forth in the Service Site.

### Article 3 (Use Start Date)

1. Provision of the Service shall start from the use start date which the Company notifies to the applicant on the condition that the Use Contract has been effectively concluded regardless of confirmation of payment of the initial fees.

### Article 4 (Trial Period and Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the period beginning on the use start date and ending on the last day of the month in which one (1) month have elapsed since the use start date shall be the trial period of the Service. During the trial period, the User may use the Service free of charge and further, the User may, by notifying the Company in the manner prescribed by the Company, terminate the Use Contract of the Service at the end of the trial period.
2. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period of the Service shall be three (3) months from the day following the last day of the trial period, and if the User does not terminate the Use Contract during the trial period, the trial period shall automatically shift to the minimum use period at the end of the trial period.

### Article 5 (Payment Deadline)

[English Translation]

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay fees for usage for the period from the 1<sup>st</sup> day to the last day of each month no later than the last day of the following month.

#### Article 6 (Changes to Plan)

1. The User may, by satisfying the conditions set forth on the Service Site and notifying the Company in the manner prescribed by the Company, change the plan in use to another plan of the Service on that day. The Usage Fees for the month to which the change date of the plan belongs shall be calculated based on the highest-level plan out of the plans which the User used in the relevant month.

#### Article 7 (Rights concerning Images and Videos)

1. The Company and a third party which the Company appoints (the “Appointed Person”) shall not use in principle an image or a video which the User has provided for use of the Service and images or videos generated by the Service based on the relevant image or the video; provided, however, that the Company and the Appointed Person may, as an exception, use these images or videos free of charge only for the purpose of providing the Service or conducting maintenance of the Service (including, but not limited to, fixing of bugs of the system, etc.). The User shall grant to the Company and the Appointed Person the rights necessary for use of these images or videos at its own expense and burden, and if a dispute arises with respect to use of these images or videos between the Company or the Appointed Person and a third party, the User shall resolve it at its own expense and burden and shall prevent any damage from occurring to the Company.

#### Article 8 (Collaboration with Other Company)

1. A support contact for the User in the Service shall be the Company in principle; provided, however, that depending on the contents of support, the Company and the Appointed Person may, based on the Company’s determination, jointly support the User after the Company contacts the User.
2. Personal information of the User or other information provided by the User to the Company in connection with the Service (the “User Information”) shall be provided to the Appointed Person to the extent that the Company considers it necessary for provision of the Service (including, but not limited to, operation, maintenance of the Service and provision of support for the Service; the same shall apply hereinafter), and the Appointed Person may use it in order for the Company to provide the Service, to which the User consents. The Company and the Appointed Person shall not assume any liability for compensation (whether liability

[English Translation]

for non-fulfilment of obligations, tort liability or any other liabilities under laws) for damage arising from the fact that the Company used the User Information, provided it to the Appointed Person and the Appointed Person used it.

Article 9 (Dispute with Third Party)

1. With respect to a dispute between a third party (whether inside or outside the country) and the Company or the User arising out of use of the Service by the User, the Company shall not assume any liability for the dispute and the relevant User shall resolve on its own responsibility and at its own expense and shall prevent any damage from occurring to the Company.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions were established on December 15, 2021 and shall apply on and after the same date.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated December 15, 2021 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]