

[English Translation]

## ImageFlux Use Terms and Conditions

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

1. These ImageFlux Use Terms and Conditions (these “Terms and Conditions”) are the Basic Service Terms and Conditions applicable to the Basic Service, “ImageFlux” (the “Service”) 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 (Types and Contents of the Service)

1. Types and contents of the Service are as follows:

- (1) Image Conversion/Distributing Engine

It 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) Livestreaming Engine

It is the plat form service for building the User’s original livestreaming system.

The following distribution method is adopted.

- (i) Large-scale One-way Distribution

Livestreaming engine automatically processes size and images, etc. of livestreaming videos distributed from the User’s device according to the setting of the User converts livestreaming videos into a format suitable to large-scale distribution and livestreams them.

- (ii) Low-latency Distribution

Livestreaming engine livestreams livestreaming videos distributed from the User’s device with low latency by distributing them to the audience through WebRTC SFU.

- (3) Livestreaming Application

It is the service which enables livestreaming on a web browser by the User.

2. Contents and conditions of use of the Service shall be as set forth in the Service Site.

### Article 3 (Application)

1. Application for use of the Service shall be made by types of the Service.

### Article 4 (Use Start Date)

1. Provision of the Service shall start from the use start date which the Company notifies to the

[English Translation]

Applicant on the condition that the Use Contract has been effectively concluded regardless of confirmation of payment of the initial fees.

Article 5 (Payment Deadline)

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay fees regarding usage for the period from the 1<sup>st</sup> day to the last day of each month by the last day of the following month.

Article 6 (Rights regarding Images and Videos)

1. The Company and a third party which the Company appoints (the “Appointed Person”) shall not in principle use an image or a video provided for use of the Service by the User and an image or a video 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, etc. of bugs of the system). The User shall grant the Company and the Appointed Person the rights necessary for use of these images or videos at its own expense and burden, and if any 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 7 (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 from 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 regarding the Service; the same shall apply hereinafter), and the Appointed Person may use it in order for the Company to provide the Service and the User consents to this use. The Company and the Appointed Person shall not assume any liability, whether liability for non-fulfilment of obligations, tort liability or any other liabilities under laws, for compensation caused due to the fact that the Company used the User Information, provided it to the Appointed Person and the Appointed Person used it.

[English Translation]

Article 8 (Disputes with Third Party)

1. With respect to a dispute arising out of use of the Service by the User between a third party (whether inside or outside the country) and the Company or 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 damages from occurring to the Company.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of ImageFlux Use Terms and Conditions which applied on and after May 8, 2020, and shall apply on and after July 15, 2021 pursuant to the provisions of amendment to the terms and conditions in the Basic Terms and Conditions.

Article 2 (Non-application of Minimum Use Period)

With respect to the Use Contract of the Service concluded on and before July 14, 2021, there shall be no minimum use period of the Service.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated July 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.]