

neqto: Terms of Service

These neqto: Terms of Service (“**Terms of Service**”) set forth the conditions of use and other matters in connection with the neqto: services (“**Services**”) provided by JIG-SAW INC. (“**JIG-SAW**”).

Article 1. Application of the Terms of Service

JIG-SAW has hereby set forth these Terms of Service, and shall provide the Services to a person who has entered into an Agreement with JIG-SAW (“**User**”). For the purposes of these Terms of Service, “**Agreement**” means an agreement formed pursuant to Article 2, Paragraph 2 between JIG-SAW and a User for the User’s use of the Services pursuant to these Terms of Service, for consideration separately specified by JIG-SAW. These Terms of Service shall govern all matters related to the use of the Services between JIG-SAW and a User.

Article 2. Application for the Agreement

- A person who desires to use the Services (“**Applicant**”) shall apply to use the Services by filling in the required information onto the application form prescribed by JIG-SAW (“**Application Form**”) and submitting the completed Application Form to JIG-SAW in the manner separately designated by JIG-SAW. An Applicant’s agreement to these Terms of Service is a prerequisite for applying for the Services and by applying for the Services Applicant shall be deemed to have agreed to Terms of Service and the neqto API Terms of Use (https://docs.neqto.com/files/neqto_API_ToS_en.pdf) at the time of application.
- The Agreement shall be formed between JIG-SAW and an Applicant upon JIG-SAW’s notification to the Applicant that its application has been accepted by JIG-SAW, whereupon the Applicant shall be a User.
- JIG-SAW may reject an Applicant’s application in the event it determines that any of the following applies to the Applicant:
 - the Applicant has breached any agreement with JIG-SAW in the past;
 - the Applicant has failed or is likely to fail to pay any of its debts to JIG-SAW;
 - the Applicant has committed or is likely to commit any act that violates the provisions of the Terms of Service ;
 - the Applicant’s Application Form or any other document submitted by the Applicant in connection with the application for the Agreement has been falsified or contains a false statement; or
 - there are obstacles to JIG-SAW providing the Applicant with the Services or it is otherwise it is determined by JIG-SAW that providing the Services to Applicant would not be appropriate.
- In the event that any change will arise in the matters that a User has notified JIG-SAW of at the time of its application under Paragraph 1 of this Article, the User shall notify JIG-SAW about the changed information in advance pursuant to JIG-SAW’s direction.

Article 3. Description of Services

- The Services are provided within the scope of the Agreement and comprised of the following services for assisting the User to monitor, operate and make use of the User’s intended objects of monitoring and operation, using devices designated by JIG-SAW (“**Equipment**”) or devices approved by JIG-SAW as necessary for the performance of JIG-SAW’s business or provision of the Services (together with Equipment, “**Apparatuses**”) and the Cloud made available by JIG-SAW as necessary for the control of the Apparatuses (“**Cloud**”) and neqto: engine (“**Software**”); provided however, that the User understands that JIG-SAW provides no guarantees in respect of the following items and that there is a possibility of additions or changes to the Services including the price of the Services made at JIG-SAW’s discretion or other changes to the Services.
 - Allow for specific data detected by the Apparatuses under the agreement between JIG-SAW and User (“**Collected Data**”) to be collected either to the neqto: Storage (“**Storage**”) or other storage access independently procured by the User (“**Customer’s Storage**”), as selected by the User in advance and approved by JIG-SAW (“**Designated Storage**”); and for the User to confirm the Collected Data through the Designated Storage; provided however, that JIG-SAW makes no guarantees as to the accuracy of the Collected Data and shall bear no responsibility whatsoever in respect of the performance, quality or any other aspects of the Storage or the Customer’s Storage. JIG-SAW reserves the right to limit the User’s data traffic usage or storage capacity made available to the User under the Services where JIG-SAW determines necessary, and in the event that JIG-SAW applies any such limitations, User shall use data traffic and store Collected Data only within the scope of such limitations.
 - Control the Collected Data detected by the Apparatuses from the Cloud by remote control of, or by updating a control script (JavaScript) of, the Apparatuses.
 - From the Cloud, run version upgrade actions for the Apparatuses and the Software, including Software updates (“**Upgrade**”); provided however, that JIG-SAW shall not be obliged to Upgrade the Apparatuses.
 - Provide JIG-SAW option services such as “Data Monitoring” and “Watch-Dog-Timer” (“OS”), upon User’s request.
- In the event that JIG-SAW provides to User neqto.js Library sent from the Cloud (“Code”), and written by JIG-SAW, User may use the Code without charge except in the case set forth in Paragraph 3 of this Article; provided however, that JIG-SAW shall have no obligation to write and provide such Code.
- At the User’s request, in certain cases JIG-SAW may, upon separate agreement between JIG-SAW and the User, provide the User with technical assistance and other assistance pertaining to the Services (including, writing and providing Code as may be requested by the User) for a fee.
- Where JIG-SAW writes any Code for the User and where the User writes Code with JIG-SAW’s support, JIG-SAW provides no guarantees and shall bear no liability whatsoever, with respect to the quality or performance of the Code or the consistency of the Code with User’s intentions, or otherwise.

Article 4. The Equipment

- JIG-SAW may lease or sell the Equipment (including the Equipment with the Software) on an “as is” basis to the User in providing the Service. For the purposes of Terms of Service, any such Equipment leased by JIG-SAW to User shall be referred to as “**Leased Equipment**”. The User shall use and manage the Leased Equipment in accordance with JIG-SAW’s instructions with the care of a good manager. The period of leasing of the Leased Equipment shall be the Term of Agreement and/or the Available Period in the Application Form (“**Lease Period**”) unless otherwise agreed in writing between JIG-SAW and the User.
- Unless otherwise agreed between JIG-SAW and the User, the User shall be responsible for the installation of the Apparatuses at its own cost.
- JIG-SAW provides no warranty (on an “as is” basis) for the Apparatuses and shall bear no obligation to repair the Equipment or provide new one. In the event of any damage, malfunction or other issue with the Equipment (“**Equipment Issue**”), the User shall not carry out repairs on, adjust, or otherwise tamper with the Equipment and shall notify JIG-SAW as soon as reasonably practicable. In the event of any Equipment Issue, JIG-SAW may charge the User any expenses required for the repair or replacement of the Equipment, and the User shall pay such expenses to JIG-SAW.
- In the event that the Apparatuses is lost or stolen, the User shall notify JIG-SAW as soon as reasonably practicable. If Leased Equipment is lost or stolen, JIG-SAW shall have the right to charge the User for the Leased Equipment and the User shall pay the same to JIG-SAW.
- Upgrade of the Apparatuses and the Software pursuant to Article 3, Paragraph 1, Item 3 shall, as a general rule, be performed at the discretion of the User; provided however, that where JIG-SAW instructs the User to Upgrade the Apparatuses and/or the Software, the User shall promptly do so. Paragraphs 2, 3 and 4 of this Article shall also apply to the Apparatuses after the relevant Upgrade.
- When the Lease Period ends, the User shall return the Leased Equipment to JIG-SAW by the return date determined by JIG-SAW upon consultation with JIG-SAW, in the manner designated by JIG-SAW. Expenses required for such return shall be borne by the User.

Article 5. Method of Payment

- Using the last day of the month as the closing date, JIG-SAW shall calculate for the relevant month (“Relevant Month”), the charges for the use of the Services specified on the Application Form, Equipment purchased by and delivered to the User (“Purchased Equipment”) and/or the Leased Equipment and other rental equipment as well as any and all expenses in relation to the Service and any other expenses to be billed to the User. Within 10 business days following the end of the Relevant Month, JIG-SAW shall then claim the third party such as a payment agency, which JIG-SAW may outsource the affairs related to billing and payment, for the relevant billing amount calculated by JIG-SAW (“Billed Amount”). The User shall pay the Billed Amount according to the due date, method and cost burden specified by such third party.
- In case that JIG-SAW directly sends an invoice to the User (not using a payment agency in the paragraph 1), using the last day of the month as the closing date, JIG-SAW shall calculate the Billed Amount for the Relevant Month. Within 10 business days following the end of the Relevant Month, JIG-SAW shall then bill the User for the Billing Amount. After JIG-SAW has billed the User, the User shall, by the end of the month following the Relevant Month (where the last day of the Relevant Month is a bank holiday in Japan, then the immediately preceding business day), pay the Billed Amount to JIG-SAW’s designated bank account by the method of bank transfer remittance in cash or another method separately agreed between JIG-SAW and the User. Any bank transfer remittance expenses shall be borne by the User.
- JIG-SAW may disclose information to the extent necessary for such affairs to a third party such as a payment agency in the paragraph 1.
- Even if the User requests cancellation of the use of the Service in the middle of the month, the cancellation date shall be the last day of the month.

Article 6. Onsite Access for JIG-SAW Employees

The User shall permit JIG-SAW’s employees and/or contractors to enter the sites with the User’s consent where Apparatuses is installed when JIG-SAW deems necessary for repair work on the Apparatuses or operation of the Services.

Article 7. Suspension or Discontinuance of the Services

- JIG-SAW may suspend or discontinue the provision of the Services and the leasing of the Leased Equipment without prior notice to the User in any of the following circumstances
 - in the event that it becomes difficult to continue providing the Services due to force majeure events such as natural disasters, acts of government or government agencies, compliance with laws, regulations or orders, fires, storms, floods, epidemics or infectious diseases or earthquakes, wars, rebellions, revolutions or riots, or strikes or lockouts and other planned blackouts; large scale system failure, simultaneous multiple failures affecting multiple people, acts of God, or due to unauthorized access by a third party;
 - in the event that circumstances have arisen such that JIG-SAW determines such suspension or discontinuance to be unavoidable on business, security, technological or other grounds;
 - in the event that the User has engaged in or is likely to engage in conduct that violates the provisions of the Terms of Service;
 - in the event that the User’s Application Form or any other document submitted by the User in connection with the application for the Agreement has been falsified or contains a false statement;
 - in any other event that JIG-SAW reasonably determines that suspension or discontinuance of the Services is necessary.
- If JIG-SAW requests the User to temporarily return the Leased Equipment it is leasing as a measure under the preceding Paragraph, the User shall immediately return such Leased Equipment to JIG-SAW temporarily.

Article 8. Ownership

- All intellectual property rights relating to the Services, the Equipment, the Software, the Cloud, the Storage and the OS belong to JIG-SAW or persons who have granted a license to JIG-SAW, and the ownership of the Leased Equipment shall remain with JIG-SAW. Title and risk of the Purchased Equipment shall pass from the JIG-SAW to the User upon delivery of Purchased Equipment by the JIG-SAW.
- All rights to the know-how, inventions, copyrights and knowledge relating to the device, the Equipment, the Software, the Cloud, the Storage and/or the OS belong to JIG-SAW obtained or developed through the provision of the Services shall be owned by JIG-SAW.
- The User shall grant JIG-SAW the right to view or use the Collected Data without charge, for the sole purpose of developing, improving or expanding the Services, the Equipment, the Software, the Cloud, the Storage, the OS or new services and products of JIG-SAW.
- Notwithstanding the provisions of the preceding paragraph, JIG-SAW may use and disclose the Collected Data as statistical information after anonymizing such information of the User in the Collected Data so that the User cannot be identified.
- If the Designated Storage is the Storage, the User shall be free to view or use the Collected Data on the Storage during the term of the Agreement. Where the Designated Storage is the Storage, User shall agree to the deletion by JIG-SAW of the Collected Data upon the earlier of: (1) the expiry of 90 days from the day on which the Collected Data is collected (provided however, that JIG-SAW reserves the right to shorten this stored period and while the User may change the stored term, new stored term shall apply only to specific data detected by the Apparatuses after the date of change by the User); and (2) the day on which the Agreement expires or is otherwise terminated; provided however, that where JIG-SAW and the User so agree pursuant to a separate agreement, the Collected Data may continue to be stored on the Storage for a certain period after the day on which the Agreement expires or is otherwise terminated.

Article 9. Burden of Expenses

Unless otherwise agreed between JIG-SAW and the User, the User shall bear any and all expenses necessary for the use and management of the Apparatuses, the Cloud, the OS and the Designated Storage, including, but not limited to, expenses for power source, electricity, communication environment and consumables.

Article 10. Prohibited Matters

In using the Services, the User shall not, and shall not allow any third party to engage in any of the following conduct:

- using of the Equipment at any location prohibited by JIG-SAW; or
- using of the Equipment for any purpose other than the use of the Services or in any other manner not intended by JIG-SAW; or
- transferring, pledge or lease of the Equipment to a third party without the prior written consent of JIG-SAW;
- imposition of an excessive burden on the Cloud, the Storage or JIG-SAW’s other infrastructure or facilities, or other obstruction or conduct that threatens to obstruct of JIG-SAW’s business operations in the use of the Apparatuses or other property of JIG-SAW.
- altering, modifying or otherwise customizing, disassembling, damage or otherwise tampering with (including, without limitation, disassembly, decompiling and reverse engineering) the Equipment, including the Software and any other parts of the Equipment;
- incorporating into the Equipment any programs that disrupt, damage or negatively affect the Equipment or systems, services, networks, etc. connected to or linked with the Equipment (Including, but not limited to, malware and computer viruses.);

- imposition or increase of a burden over the standard which JIG-SAW sets on the JIG-SAW’s system and/or infrastructure.
- connecting to, or other use of the Services, the Cloud, the Storage or the OS using equipment other than the Apparatuses;
- storing in the Storage personal information other than the personal information of the Applicant approved by JIG-SAW in advance;
- violation of any laws and regulations, judgments, decisions or orders of a court, or administrative measures of a governmental authority to which the User is subject;
- any conduct that is likely to violate public order and morals or infringes on public decency;
- any conduct that damages the credit of JIG-SAW, infringes upon the property of JIG-SAW, or causes disadvantage to third parties; and
- a breach of the Terms of Service .

Article 11. Modification

JIG-SAW may modify these Terms as necessary. In such case, JIG-SAW shall notify the User of the effective date of change and the modifications by sending an e-mail to the e-mail address notified by User to JIG-SAW in advance, and if the Agreement continues after the effective date of change, the User shall be deemed to have agreed to such modifications to the Agreement and such modifications shall thereby become incorporated into the Agreement.

Article 12. Term and Other Matters

- The term of the Agreement and Terms of Service are from the application date to the last day of the month to which the User or JIG-SAW requests cancellation.
- Notwithstanding the expiry of the Agreement pursuant to this Article or termination of the Agreement pursuant to Article 13, Article 4, Paragraph 6, and Article 8 (excluding the first sentence of Paragraph 5), Article 10, this Paragraph, the second sentence of Article 13, Article 15, Article 16, and Articles 18 to 20 shall remain in force.

Article 13. Termination of the Agreement

In the event that any of the following items applies to the User, JIG-SAW may immediately terminate the Agreement, in whole or in part, without any notice or demand. In such case, JIG-SAW shall not be liable for any loss or damage incurred by the User as a result of such termination and such termination shall not prevent JIG-SAW from seeking compensation for loss or damage against the User.

- in the event that the User engages in conduct that breaches the Terms of Service;
- in the event that the User’s Application Form or any other document submitted by the User in connection with the application for the Agreement has been falsified or contains a false statement;
- in the event that a note or check drawn, accepted, endorsed or guaranteed by the User is dishonored;
- in the event that a petition for compulsory execution or foreclosure is filed against the User’s assets, or a provisional attachment or provisional disposition is filed against its material property pursuant to the laws of any jurisdiction to which the User or its assets are subject;
- in the event that the User is subject to an action against default by a tax authority;
- in the event that the User admits its inability to pay debts to its creditors or becomes insolvent, or files or has filed against it a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation, or commencement of other similar legal liquidation proceedings;
- in the event that the User passes a resolution for dissolution, receives a dissolution order or a judgment of dissolution, is dissolved for any other reason (except as a result of a merger), enters into liquidation or voluntary liquidation proceedings or becomes subject to any similar proceedings under the laws of any jurisdiction to which the User is subject;
- in the event that the User receives a disposition of rescission of business registration, suspension of business, or other similar action under the under the laws of any jurisdiction to which the User is subject; and
- in the event of any other cases where JIG-SAW reasonably determines that the continuation of the Agreement with User is difficult.

Article 14. Prohibition on Unfair Competition

The User shall not during the term of the Agreement, without the prior written consent of JIG-SAW, use, provide for the use of a third party, or allow a third party to provide, any services that duplicate the Services.

Article 15. Exemption from Liability

- Other than expressly set forth under the Terms of Service, JIG-SAW shall bear no liability for any damages whatsoever, regardless of the grounds on which any claim is asserted (including, without limitation, default, warranty for defects or tort, obligation to repair).
- If JIG-SAW has paid compensation to a third party on behalf of the User, JIG-SAW may make a claim against the User for such compensation.
- Without limitation to Paragraphs 1 and 2 of this Article, JIG-SAW shall not bear any liability whatsoever, in the following circumstances:
 - in the event that the User or a third party suffers any loss or damage as a result of Collected Data or other information being divulged or damaged through the Apparatuses or the Designated Storage;
 - in the event that the User or a third party suffers any loss or damage due to force majeure including, but not limited to, force majeure events stipulated at Article 7, paragraph 1(1); and
 - in the event that the User or a third party suffers any loss or damage due to the temporary return of the Leased Equipment pursuant to Article 7, paragraph 2.
- in the event that such liability arises from any cause beyond the reasonable control of the party affected (“Force Majeure”). The Force Majeure shall include, but not limited to, act of God, acts or orders of governmental authorities, fire, flood, typhoon, tidal wave, infectious or, communicable disease, earthquake, war (declared or not), rebellion, riots, strike, lockout or network disturbance

Article 16 Confidentiality

- Unless otherwise set forth in the provisions of the Agreement, JIG-SAW and the User shall not, without the other’s prior written consent, disclose to a third party technical, business, management or other confidential information of the other party received in connection with the Agreement or the Services, or use such information for purposes other than achievement of the purpose of the Agreement; provided however, that any information that falls under any of the following items shall not be regarded as confidential information.
 - information that is already in the public domain at the time of disclosure;
 - information that becomes publicly known after the disclosure through no fault of the receiving party;
 - information that is already lawfully possessed by the receiving party at the time of the disclosure;
 - information that is disclosed to the receiving party by a duly authorized third party without any confidentiality obligation;
 - information that is independently obtained or developed by the receiving party without the use of confidential information of the disclosing party; and
 - information that is required to be disclosed by law or regulation of a jurisdiction to which the disclosing party is subject.

- If a separate and enforceable agreement on the confidentiality of information exists between JIG-SAW and the User, JIG-SAW and the User shall give priority to such separate agreement in the management of any confidential information.

Article 17. Zero Tolerance Policy Toward Organized Crime

- The Applicant represents and warrants that it does not, and will not in the future, fall under any of the following:
 - an organized crime group (*boryokudan*), a member of an organized crime group (*bouryokudan-in*), a person for whom 5 years have not yet passed since such person ceased to be a member of an organized crime group, a quasi-member of an organized crime group, a company related to an organized crime group (*boryokudan kankei kigyō*), a corporate racketeer (*sokaiya*), a rogue person or group falsely professing to be a social activist (*shakai undō tou hyobō goro*) or an organized special intellectual crime group (*tokushu chinou boryoku shudan*), or a person equivalent to any of the above (each, an “**Organized Crime Group Member**”);
 - a person having a relationship whereby the such person’s management is controlled by an Organized Crime Group Member;
 - a person having a relationship whereby an Organized Crime Group Member is deemed to be substantially involved in such person’s management;
 - a person having a relationship whereby such person is deemed to be making use of an Organized Crime Group Member for purposes such as gaining wrongful benefit or for the purpose of harming a third party;
 - a person having a relationship whereby such person is deemed to be providing funding or other benefits to an Organized Crime Group Member or otherwise extending conveniences to an Organized Group Member;
 - an officer or a person who is substantially involved in management who has a relationship with an Organized Crime Group Member that warrants denunciation under societal standards.

- The Applicant warrants that it shall not engage in and shall not cause a third party to engage in any of the following conduct:
 - making violent demands;
 - making wrongful demands beyond the bounds of law;
 - use of intimidation or violence in relation to transactions;
 - dissemination of rumors and use deceptive plans, or, exertion of influence that would damage the reputation of JIG-SAW or obstruct the business of JIG-SAW; and
 - any other conduct equivalent to the foregoing items.

Article 18. No Assignment

The User shall not assign, succeed, transfer, sub-lease, sub-license, provide as collateral to a third party, or otherwise dispose of its contractual status hereunder or all or part of its rights and obligations arising from the Agreement without the prior written consent of JIG-SAW

Article 19. Governing Law and Jurisdiction

The Agreement (including the Term of Service) shall be governed by and construed in accordance with the laws of Japan. JIG-SAW and the User consent to the exclusive jurisdiction of the Tokyo District Court in the first instance for the settlement of any lawsuit or other disputes arising out of or in connection with the Services or the Agreement.

Article 20. Good Faith Consultation

JIG-SAW and the User shall fulfill the provisions of the Term of Service in good faith, and negotiate in good faith to resolve any matters not stipulated herein or any questions regarding the interpretation or performance of Terms of Service.

Article 21. Language

These Term of Service are made in Japanese and translated into English. The Japanese text is the original. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

Last updated: December 18, 2020