

FILLIT the Abstract Strategy Terms of Use For Users residing outside of Japan and South Korea

Thank you for using FILLIT the Abstract Strategy.

Radiuthree CO., LTD. (collectively "we", "us", "the Company") hope that you enjoy it! These Terms of Use (the "Terms"), along with the Privacy Notice for the service (the "Privacy Notice") or the Privacy Policy, if you are a resident in Asia (the "Privacy Policy"), governs your use of the service, including, without limitation, how you interact with all information, pictures, graphics, upgrades, and other content, features, and services available within the service.

By using the service, you consent to the Terms and the Privacy Notice / Privacy Policy.

Article 1: Definitions

1. The terminology used in the Terms will be defined as the following:

- (1) "Users" are customers who use the service.
- (2) "the service" is the service provided through the FILLIT the Abstract Strategy application or the official site via the internet.
- (3) "Payment Processor" is a platform provider that the Company uses for payment processing in connection with the service.
- (4) "the official site" is the official companion site of the service.

Article 2: Scope of the Terms

All methods of use, rules, and any other regulations regarding the service stipulated by the Company, regardless of naming, will form a portion of the Terms.

Article 3: Content within the Service

The content within the service does not have monetary value and may not be redeemed for legal currency or items of value outside of the service. The content within the service is provided to you under a limited, personal, revocable, non-transferable, non-sublicensable license to use within the service. You have no property interest; no right or title in or to any content appearing or originating in the service, and such content may not be transferred or resold in any manner

not explicitly permitted by us. We may terminate your license to use the content within the service at any time and at our sole discretion.

Article 4: Price of the Service

1. This service is free to start; however, we may permit you to use "real-world" money for subscription of this service.

You may not use a part of this service if not subscribed.

2. Users will pay for subscription with the payment terms stipulated separately by the Payment Processor.

3. If a dispute should arise between a User and a Payment Processor regarding the payment of the Fee, the User will be responsible for resolving the dispute. To the fullest extent permitted by applicable law, we will not accept any responsibility for the dispute. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses.

Article 5: Changes to the Service and the Terms

1. We may, at any time, modify the contents of the service (including the Virtual Content) without notifying you. Installation of the updated version of the application may be required in order for you to continue using the service.

2. We will modify the contents of the Terms at will as it becomes necessary.

3. If we change the Terms, that information will be published within the service or on the official site. Changes to the Terms will take effect the moment they are published through the service or the official site. We will consider your continued use of the service as acceptance of the updated Terms.

Article 6: Personal Information Privacy

Personal information provided to us through the service by a User will be handled in accordance with the Privacy Notice / Privacy Policy, which we will modify at will as it becomes necessary.

Article 7: Responsibilities of Use

1. Users are responsible for their own use of the service.

2. We do not guarantee to Users that there are no defects or bugs in the service, and we will bear no responsibility for repairing defects or bugs.

3. We offer no guarantees whatsoever regarding the service's use on all devices or the service's content.
4. If a User causes damage to us or others by using the service, that User will be personally responsible for the costs of compensation for the damage.
5. The service may contain links to websites other than those operated by us. We bear no responsibility whatsoever regarding the contents of said websites.
6. We will provide the service based on information from a User. The Company is not responsible for any loss or damages incurred by a User due to errors or inaccurate information provided by a User.

Article 8: Intellectual Property Rights

Users will not obtain intellectual property rights, claim rights, or any other rights whatsoever to any of the contents contained in the service, including, without limitation, User data, aggregate information, or other information relating to the use of the service. Use of content outside of the service is also prohibited.

Article 9: Suspension / Modification / Termination of the Service

1. We may, in our sole discretion and without notice, restrict, terminate, or suspend your use of all or some of the features of the service.
2. We may notify Users through the service or the official site at least 30 days in advance if the service is to be terminated.
3. We may also, at our sole discretion and without notice, suspend or terminate your User profile and delete all related information.
4. Even in cases listed in the previous clauses, we will not, except as otherwise required by applicable law, accept any responsibility for the Users.

Article 10: Prohibited Actions

We prohibit the following actions:

1. Allowing others to use your account, support ID or password, or using others' account, support IDs or passwords.
2. Acquisition of data on the service through unlawful methods.
3. Providing data from the service to others.
4. Reproduction of data from the service as well as providing said reproduction to others.

5. Violating ours, or others', intellectual property rights or any other rights, including, but not limited to, creating derivative works based on the content within the service, or any part thereof, or reproducing, distributing, disclosing, or publicly performing the service or any parts thereof.
6. Using the service for the benefit of any third party (not subject to these Terms of Use), including, without limitation, in an outsourcing, service bureau, or time-sharing arrangement.
7. Using any unauthorized third-party software or other technological means (e.g., bots, mods, hacks, and scripts) to modify the application for the service.
8. Infiltration of the server operating the service.
9. Actions that may cause a malfunction, bug, or other defect with the servers that operate the service.
10. Excessively and unnecessarily installing the application for the service on numerous devices.
11. Development of an unlawful program, tool, or app, regardless of naming, whose goal it is to use the service to others, or allowing them to use said program, et cetera.
12. Any alteration (including falsification), reparation, adaptation, creation of derivative works, decompiling, disassembly, or reverse engineering of the service's data, or any actions resembling these.
13. Having others perform any of the actions listed above or influencing others to perform any of the above actions.
14. Aiding others in performing any of the actions listed above or facilitating with your own actions.
15. Actions that we have notified Users, or announced through the service or the official website, are prohibited.
16. Any and all actions that would hamper the operations
17. Any and all actions we judge to be unsuitable.
18. Attempts to circumvent any restriction in the service based upon age, geography, or other restrictions imposed by us.

Article 11: Indemnification

You agree to indemnify, defend, and hold us and all affiliated companies, and all officers, directors, owners, employees, agents, information providers, affiliates, licensors, and licensees thereof, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys* fees and costs) arising out of or in connection with your use of

the service. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Article 12: Disclaimers

1. You understand that the service is provided to you "AS IS" and may not work on every device or in every situation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES RELATING TO THE APP, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES, DUTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY OF TITLE, OR CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SERVICE.
2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WILL NOT, NOR WILL ITS AFFILIATED COMPANIES, AND ALL OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, AFFILIATES, LICENSORS, AND LICENSEES THEREOF, BE LIABLE WITH RESPECT TO THE SERVICE UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF INFORMATION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICE, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF THE COMPANY OR ITS LICENSORS OR AGENTS.
3. If, despite the disclaimers provided above, we are found responsible for damages to a User, the range of that responsibility will be limited to ordinary damages that directly affected the User and will not include compensation for lost wages or any other special damages. In addition, the total sum of damages will be limited to the total amount paid by a User for the service or 100 JPY, whichever is higher, except as otherwise required by applicable law.

Article 13: Governing Law / Jurisdiction

1. The Terms will be interpreted in accordance with Japanese laws.
2. In disputes between us and the Users, Chiba District Court will have exclusive jurisdiction in the first instance of said dispute.

Article 14: Links to Third-Party Sites

In the course of using the service, you may be provided links from the service to other sites, either controlled by us, an affiliate, or an unaffiliated third party. Once you leave the service, the Terms no longer apply, and you will be subject to the terms of service and privacy notices of the linked sites.

Article 15: Feedback

We may provide you with opportunities to let us know what works and what does not work with the service. If you respond to any of our requests for information, or if you report errors in the service or any other problems you discover with the service, you agree that we will own the rights to such feedback (including the rights provided for in Articles 27 and 28 of the Copyright Act).

Supplementary Provisions

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