

# Actcast Terms of Use

## Chapter 1 - General Provisions

### Article 1 Actcast Terms of Use

These Actcast Terms of Use (these “Terms”) establish the terms and conditions that apply when using Actcast (including the renamed service if the name changes), an IoT platform service (the “Service”) provided by Idein Inc. (the “Company”). Users should fully understand and agree to these Terms before using the Service.

### Article 2 Definitions

The following terminology used in these Terms has the following meanings. Note that some terminology may be defined separately in these Terms.

1. “Actcast User” means an individual who uses the Service.
2. “Actcast Application” means, individually or collectively, application software provided as part of the Service.
3. “Personal Information” means information defined as personal information in the Company’s privacy policy ([https://actcast.io/files/en/privacy\\_policy.pdf](https://actcast.io/files/en/privacy_policy.pdf)).
4. “Intellectual Property Rights” means patent rights, utility model rights, design rights, trademark rights (including the right to obtain such rights), copyrights, know-how, trade secrets, and any other intellectual property rights.
5. “Agreement” means an agreement concerning the use of the Service between the Company and an Actcast User established based on these Terms.
6. “Rate Limit” means the telecommunications limit when an Actcast User transmits data using the Service.
7. “No Rate Limit Transmission Path” means the data transmission path when the Rate Limit telecommunications limit is turned off by an Actcast User when transmitting data using the Service.

### Article 3 Application

1. These Terms apply to all uses of the Service. The conditions of use provided separately by the relevant Actcast Application developer apply to the use of an Actcast Application.
2. Actcast Users shall use the Service in accordance with these Terms. Actcast Users may not use the Service unless they agree to these Terms, and an Agreement has been established based on Article 5 (Agreement Establishment and Actcast User Information). Actcast Users shall be deemed to have agreed to these Terms at the time they start using the Service.
3. Instructions, manuals, and explanatory notes, etc. relating to the Service and Actcast Application development, etc. about which the Company notifies Actcast Users shall form part of these Terms.

### Article 4 Amendments

1. The Company may amend the details in these Terms (including the pricing schedule set forth in Article 9 (Usage Fees), and the same applies hereinafter) at any time at its discretion. Unless otherwise specified by the Company, the Company shall publicize (1) the fact that it is amending these Terms, (2) the amended Terms, and (3) the time from when the amended Terms will take effect, on the website operated by the Company (meaning the “actcast.io” domain website, and including any new domain, etc. if the website’s domain changes, irrespective of the grounds, the “Company’s Website”) or in an email, and the amended version shall apply from the time it takes effect. The details in Agreements shall be in accordance with the details in the amended Terms once the amended Terms take effect.
2. Actcast Users shall be deemed to have agreed to the amended Terms if they continue to use the Service after these Terms have been amended.
3. The Company shall take care to ensure that there is no unjust damage to the interests of Actcast Users or other third parties when these Terms are amended as provided for in the preceding

paragraph.

### **Article 5 Agreement Establishment and Actcast User Information**

1. An Agreement shall be established at the time an Actcast User completes registration application procedures prescribed by the Company.
2. Actcast Users shall provide the information specified by the Company when applying to register as provided for in the preceding paragraph and Actcast Users shall register changes on the Service if any registration information changes after an Agreement has been established. The Company accepts no liability whatsoever for any loss or damage to Actcast Users as a result of Actcast Users failing to register information.
3. The Company may, at the discretion of the Company, refuse to accept registration applications, and shall not be obliged to disclose the reason for not accepting a registration application.

### **Article 6 Handling Personal Information**

The Company shall handle Actcast Users' information in accordance with the provisions of the Company's Privacy Policy ([https://actcast.io/files/en/privacy\\_policy.pdf](https://actcast.io/files/en/privacy_policy.pdf)), prescribed separately, and Actcast Users shall agree to the Company's handling of Actcast User information in accordance with the Privacy Policy.

## **Chapter 2 – Use of the Service**

### **Article 7 Use of the Service**

1. Individuals under the age of 16 may not use the Service.
2. Actcast Users assume full responsibility for the use and management of IDs and passwords used to log onto the Service. Actcast Users agree in advance that the use of the Service using such IDs and passwords shall be deemed to be the use by Actcast Users.
3. Actcast Users shall not allow a third party to use the ID and password provided for in the preceding paragraph, and shall not assign, establish collateral, or otherwise dispose of their ID and password.
4. Actcast Users shall respond promptly when requested by the Company to provide documents or information, etc. required for the provision of the Service or to respond in any other way. The Company accepts no liability whatsoever for any inability by the Company to provide the Service if Actcast Users fail to provide any of these documents or information, etc. or to respond in any other way. The Company shall not use documents or information, etc. provided by Actcast Users pursuant to this paragraph beyond the extent necessary to provide, develop, or improve, etc. the Company's services, including the Service.
5. Actcast Users shall be responsible for all costs relating to the use of the Service, including costs required for facilities, equipment, and software, etc. and fees for telecommunications lines, etc.

### **Article 8 Prohibited Conduct**

Actcast Users shall not engage in any of the conduct set forth below (including acts that are preparatory to such conduct or induce such conduct, "Prohibited Conduct") when using the Service, and if the Company judges that an Actcast User is likely to have engaged in such Prohibited Conduct, the Company may suspend use of the Service in whole or in part with respect to that particular Actcast User:

1. acts that send, via the Service, Personal Information or other information specified separately by the Company that violates these Terms or separately established guidelines;
2. acts that use an Actcast Application outside the Service;
3. acts that modify or alter an Actcast Application in whole or in part such as compiling, for the purpose of integrating or combining part of an Actcast Application in an Actcast User's program;
4. acts that violate applicable laws and regulations, notices, instructions and guidelines, etc.;
5. acts that register or send, etc. false information via the Service;
6. acts that violate social norms or public order and morals;
7. acts that infringe the rights of the Company, other Actcast Users or a third party;
8. acts that register programs, etc. that damage or interfere with the functions of software or hardware,

- etc. used by other Actcast Users;
9. acts that damage or interfere with the function of the Company's server or network;
  10. acts that interfere with the Service;
  11. acts that send large volumes of data outside of the Service;
  12. acts that reverse engineer, decompile, disassemble, modify or alter the Services in whole or in part, or other similar acts in relation to the Services;
  13. acts that remove or alter copyright notices or other rights notices attached to the Service or an Actcast Application;
  14. acts that gather or accumulate Personal Information that can be acquired on the Service beyond the scope necessary to use the Service;
  15. acts that use the Service for purposes that differ from the purposes for which the service was originally provided in light of the purport of provision;
  16. acts that use the Service using another Actcast User's ID and password;
  17. acts that obtain a Service ID or password from another Actcast User; or
  18. acts that directly or indirectly provide profit in connection to the Service to organized crime groups, members of organized crime groups, associate members of organized crime groups, companies closely related to an organized crime group, corporate racketeers, rogues acting in the name of a social movement, rogues acting in the name of a political movement, groups specialized in intellectual crimes or other similar entities (collectively "Anti-Social Forces").

#### **Article 9 Usage Fees**

1. Actcast Users shall pay various fees, other transfer charges necessary to pay fees and other fees in accordance with the pricing schedule established separately by the Company (<https://actcast.io/docs/Pricing/>).
2. Actcast Users shall pay a late payment penalty at a rate of 14.6 % per annum to the Company when failing to pay the usage fees for the Service set forth in the preceding paragraph.

#### **Article 10 Content and Specifications**

The Company shall notify Actcast Users of the changes when changing the content and specifications of the Service, and Actcast Users may not object to such changes. The Company accepts no liability whatsoever for any loss or damage incurred by Actcast Users.

#### **Article 11 Outsourcing**

The Company may, at its discretion, outsource work relating to the Service to a third party in whole or in part.

#### **Article 12 Intellectual Property Rights**

Intellectual Property Rights relating to the Service shall belong to the Company or the third party rights holder.

#### **Article 13 Limitation of Liability, etc.**

1. The Service is provided "as is" and the features of the Service are available for the provision by the Company at the time of provision. The Company makes no warranties whatsoever to Actcast Users, including warranties regarding the suitability of the Service for Actcast Users' particular purposes, expected functionality, achieving expected results, non-occurrence of malfunctions and usage results. On this basis, Actcast Users shall be responsible for their use of the Service.
2. The Company makes no warranties whatsoever regarding Actcast Applications to Actcast Users including warranties regarding the suitability of an Actcast Application for Actcast Users' particular purposes, expected functionality, achieving expected results, non-occurrence of malfunctions and usage results, and accepts no liability whatsoever with regard to Actcast Applications. On this basis, Actcast Users shall be responsible for their use of Actcast Applications.
3. The Company accepts no liability whatsoever for loss or damage incurred by Actcast Users as a result of Service specifications (including the Rate Limit).

4. Actcast Users shall back up their data at their own expense and responsibility. The Company accepts no liability whatsoever, regardless of the reason, if data is lost or damaged through the use of the Service.
5. In the event of a dispute between an Actcast User and another Actcast User or a third party in connection to the use of the Service or an Actcast Application, the Actcast User shall resolve the dispute at their own responsibility and expense, and shall compensate the Company for any loss or damage that arises as a result.
6. Actcast Users shall confirm at their own responsibility and expense that use of the Service does not violate Laws and Regulations, notices, instructions, guidelines, industry regulations, etc. that apply to Actcast Users, and the Company makes no guarantees and accepts no liability whatsoever in this respect. The Company shall cooperate with such requests at its own expense within the scope deemed reasonably necessary when Actcast Users request cooperation from the Company concerning IoT platform services (including but not limited to the Service) developed and provided by the Company with regard to such confirmation.
7. Actcast Users accept all responsibility arising out of or in connection with any data stored on or via the Service as a result of using their device to access the Service or accessing the Service by any other means (including log records resulting from use of the Service and an Actcast Application and data forwarded using the Service, and irrespective of whether data includes Personal Information), and the Company accepts no responsibility whatsoever.
8. The Company accepts no liability whatsoever for responsibility arising out of an Actcast Application, and the application developer and the Actcast User shall resolve losses or damage arising caused by an Actcast Application.
9. The Actcast User that used the Actcast Application shall accept all responsibility with respect to responsibility arising out of or in connection with data handled using No Rate Limit Transmission Path, and shall protect and fully indemnify the Company against claims by third parties.
10. The Company accepts no liability whatsoever in respect of other websites, etc. even if links to other websites, etc. are posted on the Service.
11. The Company accepts liability only for normal loss or damage actually incurred by Actcast Users when an accident occurs such as a leak, etc. of Personal Information, due to grounds attributable to the Company, and causes damage to Actcast Users.
12. Notwithstanding the provisions of these Terms, the Company accepts liability for loss or damage incurred by Actcast Users in relation to the Service only when willful misconduct or gross negligence on the part of the Company is acknowledged; provided, however, that even in such cases, except when a party to the contract corresponds to a consumer under the Consumer Contract Act, the obligation to compensate for loss or damage borne by the Company shall be limited to the usage fees actually received from the Actcast User during the preceding month, and the Company accepts no liability whatsoever for any loss or damage beyond this.

#### **Article 14 Third Party Services**

1. The Service may be linked to services operated by a third party ("Third Party Services") other than the Company. However, the Company shall not warrant that such linking will continue.
2. Actcast Users shall use Third Party Services at their own risk, and the Company accepts no liability whatsoever for any loss or damage incurred by Actcast Users due to the use of Third Party Services.
3. The use of Third Party Services is based on terms of use or agreements, etc. that apply between Actcast Users and the provider of the Third Party Services, and Actcast Users are responsible for confirming and complying with the details in such terms of use and agreements.

#### **Article 15 Service Termination and Suspension**

1. The Company may terminate the Service at its discretion by notifying Actcast Users by a means deemed appropriate by the Company.
2. The Company may temporarily suspend the Service in whole or in part, without notifying Actcast Users in advance:
  - (1) when carrying out emergency maintenance in relation to the Service;
  - (2) when the system is overloaded due to excess user access or other unexpected factors;
  - (3) when it is necessary to safeguard Actcast User security;
  - (4) when services are not provided by telecommunications carriers;
  - (5) when the provision of the Service is difficult due to a force majeure such as a natural disaster or

- revisions to laws and regulations, etc.; or
- (6) when otherwise deemed necessary by the Company based on each of the preceding items.
3. The Company accepts no liability whatsoever for any loss or damage to Actcast Users as a result of measures taken by the Company based on this Article.

## **Chapter 4 - Other Matters**

### **Article 16 Confidentiality**

1. Actcast Users shall not use any information provided by the Company in connection with these Terms (collectively, "Confidential Information") for any purpose other than the use of the Service, or shall not disclose or leak Confidential Information to a third party, without approval from the Company.
2. Notwithstanding the provisions of the preceding paragraph, the following information shall not be included in Confidential Information; provided, however, that Personal Information shall be included in Confidential Information even if it corresponds to the following information.
  - (1) information that is already in the public domain at the time of disclosure or discovery;
  - (2) information that subsequently becomes publicly available for reasons not attributable to Actcast Users after disclosure or discovery;
  - (3) information that is already known at the time of disclosure or discovery;
  - (4) information acquired from a third party with legitimate authority; or
  - (5) information created or developed, etc. without relying on the Company's Confidential Information.
3. Notwithstanding the provisions of paragraph 1, Actcast Users may disclose Confidential Information based on orders, demands or requests in laws, by courts or by a governmental organization.

### **Article 17 Notices**

1. When issuing notices to Actcast Users in connection to the Service, the Company shall use a means it deems appropriate, such as posting the notice on the Company's Website or by sending an email or document to the email address or postal address submitted when registering user information.
2. A notice issued by the means set forth in the preceding paragraph shall take effect as soon as the notice is posted on the Company's website in the former case, or as soon as the Company sends out the e-mail or documents in the latter case.

### **Article 18 Term**

Agreements shall come into effect based on paragraph 1 of Article 3 (Application) and shall terminate at the time an Actcast User deletes his or her account, at the time the Service is terminated, or at the time the Agreement is terminated in accordance with Article 19 (Termination), and shall remain in effect from the time established until the time terminated; provided, however, that some provisions shall continue to remain in effect in accordance with Article 21 (Survival Clause) even when an Agreement has terminated in accordance with this Article.

### **Article 19 Termination**

The Company may terminate an Agreement immediately by giving notice to the relevant Actcast User when any of the following circumstances occur to an Actcast User:

1. when failing to pay usage fees set forth in paragraph 1 of Article 9 (Usage Fees) and the pricing schedule, or when violating Article 8 (Prohibited Conduct), Article 16 (Confidentiality), or Article 22 (Assignment of Rights and Obligations);
2. in addition to that set forth in the preceding item, when violating any of the provisions of these Terms, and failing to rectify the violation within a reasonable period of time despite receiving notice to rectify;
3. when subject to seizure, provisional seizure, provisional disposition, disposition for tax delinquency or a disposition by a governmental authority due to a worsening financial situation;

4. when subject to a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings or special liquidation proceedings;
5. when dissolving (except in the case of a merger) or operations are transferred in whole, or a resolution to such effect is passed;
6. when payments have been suspended such as when a note or check that has been issued or accepted is dishonored;
7. when subject to a disposition to suspend business or for the revocation of a business license or business registration by a supervisory government agency;
8. when the Company judges that it is difficult to maintain a relationship of trust with an Actcast User; or
9. in addition to each of the preceding items, when the Company has reasonable grounds to believe that it is difficult to continue doing business with an Actcast User.

## **Article 20 Exclusion of Anti-Social Forces**

1. Actcast Users represent and warrant to the Company that they do not correspond to any of the following items and pledge that they shall not correspond to any of the following items in the future:
  - (1) they or their parent company, subsidiaries, affiliates, directors or key employees are Anti-Social Forces;
  - (2) they or their parent company, subsidiaries, affiliates, directors and key employees have socially reprehensible relationships with Anti-Social Forces;
  - (3) five years have not yet elapsed since the preceding two items were no longer applicable; and
  - (4) they engage in the following acts or equivalent acts against the other party themselves or using a third party:
    - [1] violent demands;
    - [2] unreasonable demands that go beyond the limits of legal liability;
    - [3] use of intimidating words or actions or use of violence in business dealings;
    - [4] the spreading of rumors or use of fraudulent means or undue influence to discredit the other party or to obstruct and interfere with the other party's business; or
    - [5] other acts similar to each of the preceding items.
2. The Company may terminate an Agreement when an Actcast User violates the preceding paragraph.
3. The Company accepts no liability for loss or damage incurred by Actcast Users as a result of such termination even if an Agreement is terminated pursuant to the preceding paragraph.

## **Article 21 Survival Clause**

The provisions of Article 6 (Handling Personal Information), paragraph 3 of Article 7 (Use of the Service), Article 8 (Prohibited Conduct), Article 10 (Content and Specifications), Article 12 (Intellectual Property Rights) to Article 16 (Confidentiality) and this Article to Article 24 (Governing Law and Jurisdiction) shall remain in effect even after the termination of an Agreement; provided, however, that the provisions of Article 16 (Confidentiality) shall remain in effect for three years after the termination of an Agreement.

## **Article 22 Assignment of Rights and Obligations**

1. Actcast Users may not assign to a third party, bestow, establish collateral or otherwise dispose of Actcast Users' rights and obligations based on an Agreement or their status in an Agreement without prior consent from the Company.
2. When the Company has transferred business relating to the Service to a third party, the Company may, following the transfer of such business, transfer their status, rights and obligations under an Agreement and all information relating to Actcast Users to the transferee that accepts such transfer of business, and Actcast Users shall agree to this transfer in advance.

## **Article 23 Separability**

Even if any or a part of the provisions of these Terms is judged to be invalid or unenforceable by the Consumer Contract Act or other laws and regulations, etc., the remaining parts of these Terms shall continue to have full force and effect.

## **Article 24 Governing Law and Jurisdiction**

1. The interpretation and application of these Terms shall be governed by the laws of Japan.
2. The Tokyo District Court shall be the exclusive agreed court with jurisdiction in the first instance for any disputes relating to these Terms.

## **Article 25 Language**

The Japanese version of these Terms shall be the original version and the Japanese version shall take precedence if there are any inconsistencies between the Japanese version and a version translated into another language.

# **Special Provisions for App Developers**

## **Chapter 1 – General Provisions**

### **Article 1 Special Provisions for App Developers**

1. These Special Provisions for App Developers (these “Special Provisions”) establish the terms and conditions that apply when App Developers, defined in Article 2, develop, register, distribute and sell an Actcast Application as part of the Service provided by the Company. Developers should fully understand and agree to these Special Provisions when developing, registering, distributing, and selling an Actcast Application.
2. These Special Provisions constitute part of the Actcast Terms of Use, and the provisions in the Actcast Terms of Use shall apply to matters not provided for in these Special Provisions (including terminology defined in the Actcast Terms of Use).
3. These Special Provisions shall be included in “these Terms” defined in the Actcast Terms of Use when applying the provisions of the Actcast Terms of Use set forth in the preceding paragraph.

### **Article 2 Definitions**

The following terminology used in these Special Provisions has the following meanings. Note that some terminology may be defined separately in these Special Provisions.

1. “App Developer” means an Actcast User who develops an Actcast Application.
2. “App User” means an Actcast User who uses an Actcast Application.
3. “SDK” means the software development kit (including sample codes the Company provides with the SDK to Actcast Users for free) the Company provides in order to create software that operates on the Service.

## **Chapter 2 – Actcast Application Development and Distribution, etc.**

### **Article 3 SDK**

1. The Company grants App Developers a non-exclusive and non-transferable license for the SDK that can be used for the purpose of developing an Actcast Application and registering it on the Service. Except for the license set forth in this paragraph, App Developers do not have any rights with regard to the SDK.
2. App Developers shall comply with the following matters with respect to the SDK:

- (1) App Developers shall not engage in acts that reverse engineer, decompile, or disassemble the SDK, or other similar acts in relation to the SDK;
  - (2) App Developers shall not engage in acts that reproduce, modify, or adapt, etc. the SDK;
  - (3) App Developers shall not engage in acts that assign, establish collateral, or otherwise dispose of the SDK;
  - (4) App Developers shall not disclose or leak the SDK to a third party or disclose or announce the SDK to the public; and
  - (5) App Developers shall not use the SDK for purposes other than purposes set forth in the preceding paragraph.
3. If App Developers are judged to be likely to violate each item in the preceding paragraph and the situation is not rectified despite giving notice to the App Developer to rectify within a reasonable period of time, the Company may revoke the SDK license set forth in paragraph 1 at any time, and in such event, the App Developer shall immediately suspend use of the SDK.
  4. When App Developers violate each item in paragraph 2, the Company may immediately revoke the SDK license set forth in paragraph 1 by giving notice to the other party, and in such event, the App Developer shall immediately suspend use of the SDK.
  5. The Company accepts no liability whatsoever even if loss or damage is incurred by App Developers due to the revocation of a license set forth in the preceding two paragraphs.

#### **Article 4 Actcast Application Registration**

1. App Developers may register an Actcast Application on the Service on the condition that it complies with these Special Provisions and requirements separately specified by the Company.
2. The Company may, at the discretion of the Company, refuse to register an Actcast Application, and shall not be obliged to disclose the reason for refusing to register an Actcast Application.
3. App Developers represent and warrant the following matters with respect to Actcast Applications:
  - (1) App Developers have the authority to lawfully register an Actcast Application on the Service and to allow App Users to use the Actcast Application, in accordance with the details in these Special Provisions;
  - (2) Actcast Applications do not infringe any third party's intellectual property rights or other rights;
  - (3) Actcast Applications do not contain any computer viruses, trojan horses, or other harmful programs;
  - (4) Actcast Applications do not contain any content that violates laws and regulations or public order and morals;
  - (5) Actcast Applications do not contain any functions designed to communicate information with third parties; and
  - (6) information such as text and images, etc., relating to Actcast Applications registered on the Service by App Developers in connection with Actcast Applications is true and accurate.
4. If an Actcast Application is judged to violate any of the representations and warranties provided for in each item of the preceding paragraph or if otherwise judged appropriate by the Company, the Company may delete an Actcast Application in whole or in part or take other necessary measures. The Company accepts no liability whatsoever for any loss or damage caused to App Developers pursuant to such measures.

#### **Article 5 Actcast Application Distribution and Sale**

1. App Developers may distribute and sell on the Service any Actcast Application they register on the Service. App Developers shall only distribute and sell Actcast Applications on the Service, and shall not distribute and sell Actcast Applications outside of the Service.
2. If the distribution or sale of an Actcast Application on the Service is judged to be inappropriate, the Company shall suspend the distribution and sale of the Actcast Application by the App Developer and may suspend use of the Actcast Application by App Users. The Company accepts no liability whatsoever for any loss or damage incurred by App Developers pursuant to such suspension.

#### **Article 6 Content and Specifications**

1. When changing the SDK content and specifications, the Company shall notify App Developers of the



changes, and App Developers may not object to such changes.

2. The Company accepts no liability for any loss or damage caused to App Developers as a result of SDK content and specification changes.
3. When changing Actcast Application content and specifications, App Developers shall notify App Users of the changes in advance.
4. The Company accepts no liability for any loss or damage caused to App Developers or App Users as a result of Actcast Application content and specification changes by App Developers.

#### **Article 7 Intellectual Property Rights**

1. Intellectual Property Rights relating to the SDK belong to the Company or the third party rights holder.
2. Actcast Application Intellectual Property Rights belong to the developer of the relevant Actcast Application; provided, however, that if programs, etc. (including but not limited to the SDK) to which the Company has Intellectual Property Rights from prior to the development of such Actcast Application are included in the Actcast Application, the Intellectual Property Rights to such program, etc. shall belong to the Company, and the Company shall grant App Developers non-exclusive use of such Intellectual Property Rights to the extent necessary to develop an Actcast Application and distribute and sell the Actcast Application on the Service, pursuant to these Special Provisions.

#### **Article 8 Limitation of Liability, etc.**

1. SDK are provided "as is" and the features of the SDK are available for the provision by the Company at the time of provision. The Company makes no warranties whatsoever to App Developers, including warranties regarding the suitability of the SDK for particular purposes, expected functionality, achieving expected results, non-occurrence of malfunctions and usage results. On this basis, App Developers shall be responsible for their use of the SDK.
2. The Company accepts no liability whatsoever for any loss or damage incurred by App Developers due to the Service and SDK specifications.
3. In the event of a dispute between an Actcast User and a third party including an App Developer and an App User in connection to the use of the Service or the SDK, the App Developer shall resolve the dispute at their own responsibility and expense, and shall compensate for any loss or damage suffered by the Company as a result.
4. App Developers shall confirm at their own responsibility and expense that use of the SDK does not violate Laws and Regulations, notices, instructions, guidelines, industry regulations, etc. that apply to App Developers, and the Company makes no guarantees and accepts no liability whatsoever in this respect. The Company shall cooperate with such requests at its own expense within the scope deemed reasonably necessary when App Developers request cooperation from the Company concerning IoT platform services developed and provided by the Company with regard to such confirmation.
5. Notwithstanding the provisions of these Special Provisions, the Company accepts liability for loss or damage incurred by App Developers in relation to the Service and the SDK only when willful misconduct or gross negligence on the part of the Company is acknowledged.

#### **Article 9 Survival Clause**

The provisions of paragraph 2 and paragraph 3 of Article 3 (SDK), and Article 4 (Actcast Application Registration) to Article 8 (Limitation of Liability, etc.) shall remain in effect even after the termination of an Agreement.