

AppsME End-User License Agreement

This AppsME end-user license agreement (the “Agreement”) stipulates the terms and conditions which shall be applied when end-users of AppsME Connector use AppsME Mobile Application (the “App”), provided by OPRO Co., Ltd. (“OPRO”). If you do not agree to the Agreement, you are not authorized to use the App. In such case, you shall immediately stop downloading and installing or using the App. By downloading and installing or using the App, you shall be deemed to have consented to the Agreement.

Article 1 (License)

1. OPRO grants you a non-exclusive, non-transferable license (the “License”) by which you may use the App solely on your mobile device or PC, etc. (the “Devices”, which must have the iOS version designated by OPRO) (the same applies hereinafter) in Japan, subject to the terms and conditions stipulated in the Agreement.
2. You may copy the App solely for the purpose of backup within the necessary minimum scope.
3. You shall prepare, at your own cost and responsibility, the Devices and Cloud applications linked with the App (the “Cloud App”) which you use. OPRO will provide no support with regard to any impediments to using the Devices or the Cloud App due to faults with the App or the Cloud App or defects in the communications environment, etc.
4. All rights to the App, including copyright and other intellectual property rights, are owned by OPRO. The license to use the APP under the Agreement shall neither transfer any rights to this App to you nor grant you any right to use the App beyond the extent stipulated in the Agreement.

Article 2 (Restrictions)

You may not carry out any of the following without OPRO’s prior consent in writing:

- (1) using the App in violation of the terms or conditions stipulated in the Agreement
- (2) copying, modifying, decompiling, disassembling, or reverse-engineering the App (provided, however, this does not apply to the copying stipulated in Paragraph 2 of Article 1)
- (3) distributing, sub-licensing, transmitting to the public, lending, selling or leasing the App, or disposing of the App in any other form to any third parties, whether at a price or without charge

- (4) selling or transferring the License to any third parties
- (5) deleting or modifying the copyright notice or any other notices attached to the App

Article 3 (Limited Warranty)

1. You shall be responsible for using the App and OPRO shall not be responsible for any damages incurred by you due to the use of the App, including damages caused in cases of loss, damage or leakage of information either of the Cloud App or of your data due to computer viruses, unauthorized access or other reasons.
2. The App shall be provided as is and without warranty. OPRO makes no representations that the App has no defects, is compatible with the Devices or the Cloud App, will cause no faults in the Devices or the Cloud App, will operate at such speed as you deem satisfactory, have functions or performance meeting your specific purposes, or infringe no rights of any third parties. OPRO shall not have the duty to change specifications of the App.

Article 4 (Limitation of Liability)

OPRO shall not be responsible for (1) special damages or indirect or incidental damages, (2) loss of profits, loss of business opportunities or damages due to loss or destruction of any data, or (3) damage due to any third parties' claims, regardless of the causes thereof, with regard to the use of the App.

Article 5 (Validity of the Agreement)

1. The Agreement applies to you and becomes effective when you install and start using the App.
2. OPRO may modify or terminate the Agreement without prior notice to you. In this case, OPRO shall notify you of the modification or termination of the Agreement by posting such modification or termination on the website of OPRO or OPRO's agencies or by any other means, and the Agreement shall be deemed to have been modified when any of these notification methods is used.
3. Should you violate any of the provisions in the Agreement, OPRO may terminate the License and prohibit you from using the App without taking any steps such as a notice or demand. In addition, in such case, OPRO may demand compensation from you for damages arising from your violation.
4. When the License terminates, you may not use the App for any reason. You shall destroy the App (including copies) in your possession or under your control or delete it from the Devices immediately.

Article 6 (Other)

1. The Agreement contains the entire agreement between you and OPRO with regard to the use of the App and the License.
2. The Agreement shall be governed and construed by Japanese law and the Tokyo District Court or Tokyo Summary Court shall have the exclusive jurisdiction as the court of the first instance with regard to any dispute arising from or in connection with the Agreement.
3. The English version of the Agreement is provided for your convenience only. In the event of any conflict between the English and the Japanese versions of the Agreement, the Japanese version shall prevail.