



MomentDiary

by Utagoe Inc.

Terms of Use (Application Software License Agreement)

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Article 1 (Grant of License)

1. Utagoe grants a user of its contents distribution service, including through streaming provided by a corporation or other entity, or through an individual, who are permitted by Utagoe to provide such service (hereinafter, such users are referred to as the "User" and such contents distribution service as the "Service") a non-exclusive and non-assignable license, only for the purpose of using the Service, to download, install the Software onto the terminal of the User and to use the Software on the terminal.

2. When the License terminates, the User must cease its use of the Software and uninstall the Software from the terminal of the User.

Article 2 (Understanding of the User)

The User understands and agrees to the following matters:

i) The royalty for the License based on the previous Article shall be free. However, the User shall bear the expenses related to the terminal of the User, for connecting to the

internet to download the Software and any and all other costs and expenses including premium service and additional paid items for the Service.

ii) The User needs to stop using the Software immediately, uninstall the Software immediately or take other appropriate measures, if the User finds any problem regarding the Software.

iii) Utagoe will not bear any obligation to provide maintenance, technical support or updates of the Software.

Article 3 (Prohibition)

1. Utagoe prohibits the User to do any of the following regarding use of the Software:

- i) disassemble, reverse-engineer or decompile the Software, or otherwise analyze the Software;
- ii) assign, transfer, rent, distribute or otherwise permit use of the Software to a third party;
- iii) distribute or sell the Software through the internet or by provision of a copy on a recording media;
- iv) distribute the Software through a network, such as the internet or an intranet, to third parties, regardless of whether such third parties are specified or unspecified;
- v) obstruct or confuse the machine or network that Utagoe uses for providing the Service; or
- vi) infringe the copyright or other intellectual property rights regarding the Software, or prevent the provision of the Service, such as by making a change, revising or otherwise altering the Software.

2. If the User conducts any one of the previous actions, or otherwise unjust or illegal behavior and causes damage to Utagoe, Utagoe may seek compensation for such damage from the User.

Article 4 (Disclaimer)

1. Utagoe does not provide any warranty to the User in relation to the perfection, accuracy, certainty, usability, non-infringement of third party's right or any other matters regarding the Software or the contents of the Service. The User shall bear any and all liability for damages or other results, including but not limited to damage to property or bodily injury, damages from suspension of business, loss or corruption and so forth of information of the User, monetary

loss and any and all loss, accrued by the use of the Service and may not seek damages or other compensation for such from Utagoe.

2. The User understands and permits the following matters in advance, which shall be caused by the specifications of the system which provide streaming receipt of dynamic moving image distribution contents with the use of the Software. Utagoe shall not owe any liability regarding any damage accrued by the following matters:

- i) the network environment of the User and CPU information of the terminal of the User will be referred in the course of the relay and transfer of the IP packet;
- ii) the relay and transfer of the IP packet may load the terminal of the User and the internet connection circuit and cause a decrease of the speed of the network or processing speed of the terminal;

Article 5 (Prohibition of Assignment, etc. of the Right and Obligation)

The User may not assign, transfer, rent, or establish a security interest such as providing a pledge, or otherwise dispose in any way of its status under the Agreement, or its rights or obligations based on the Agreement. If the User breaches the previous sentence, Utagoe may seek any damage for such breach from User.

Article 6 (Ownership of Copyright)

Copyright and any and all other intellectual property regarding the Software and documents associated with the Software (hereinafter, referred to as the "Documents") belong to Utagoe. The Software and the Documents are protected by the Copyright Law of Japan and any treaties regarding copyright and so forth. Only a right to use the Software and the Documents is granted, and they are not to be sold.

Article 7 (Term)

The term of the Agreement shall be from the time when the User agrees to the Agreement to the time when the User stops using the Software, provided that, the Agreement shall terminate when Utagoe stops providing the Service.

If the User breach any provision of the Agreement, the Agreement shall terminate immediately, and the license described in the Article 1 of the Agreement shall also terminate. After the termination of the Agreement, the User

shall immediately destroy the Software, the Documents and any copies thereof.

Article 8 (Amendment)

Utagoe may change the contents of the Service, or suspend or stop providing the Service at any time. Utagoe may also change or amend the contents of the Agreement or the license based on the Agreement without any notice to the User. The change or the amendment of the contents of the Agreement or the license based on the Agreement will be uploaded at <http://www.utagoe.com> and the changed or amended Agreement or license shall apply from the time of such upload. If the User does not accept such change or amendment, the Agreement shall terminate immediately.

Article 9 (Governing Law and Jurisdiction)

The Agreement shall be governed by the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction over any and all disputes arising out of or in relation to the Agreement in the first instance.