

TableCheck Terms of Use for Participating Merchants

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The Applicant for usage (the "Applicant") and TableCheck Inc. hereby agree to these terms and conditions as set forth below (collectively, the "Terms") with regard to the use of the business system provided by TableCheck Inc..

When these terms mention "TableCheck Inc.", it refers to the TableCheck Inc. company you are contracting with.

- If the Applicant reside outside of the People's Republic of China (which for purposes of these Terms does not include Hong Kong, Macau and Taiwan) the Applicant is contracting with TableCheck Inc.
- If the Applicant reside in China, the Applicant is contracting with TableCheck Inc.'s Designated Company in China

Article 1 (General Provision)

1. These Terms set forth the terms and conditions for using the reservation/customer/business management system, and the online reservation management system and others provided by TableCheck Inc..
2. If, in addition to agreeing to the Terms, one or more contract(s) and/or addendum(s) (collectively, the "Individual Contracts"), are executed, by paper or electronic means, between the Applicant and TableCheck Inc., in cases where there are conflicts between the provisions of the Individual Contracts and the provisions of the Terms, the former shall prevail. In this case, the Terms shall be used to interpret the Individual Contracts.
3. In cases where the Applicant uses system(s) and/or service(s) provided by a third party (collectively, "Third Party Services") in conjunction with system(s) and/or service(s)

provided by TableCheck Inc., the Applicant agrees to accept and abide by the terms and policies of the third party. TableCheck Inc. shall assume no responsibility or liability for penalties, errors, damages, etc. incurred as a result of prohibited and/or improper usage of Third Party Services by the Applicant.

Article 2 (Definition)

(1) "TC"

TableCheck , a management system having functions of reservation management, customer management, etc., and optional services of such system.

(2) " TableCheck for Diners"

A function of TableCheck whereby reservations can be obtained online, and optional services of such system.

(3) "Service"

Collective term for the systems and services of TC and TableCheck for Diners.

(4) "Personal Information"

Personal information as defined in the relevant laws regarding the protection of personal information in the territory of use, or information about a living individual, which can identify the specific individual by name, date of birth, and other descriptions contained in such information (including information that can be compared to other information and thereby identify the specific individual).

(5) "User"

Collective term for stores of the Applicant for which an agreement for using the Service is executed and is in effect without being terminated.

(6) "Information on the Applicant"

Personal information and other information on the Applicant and the User that is input into TC.

(7) "TC Customer Information"

Reservation information and personal information of customers that the Applicant inputs into TC.

(8) "Telecommunication Services"

Relaying of communications with others on using telecommunications facilities, or providing telecommunications facilities to be used for communications with others.

(9) "User Facilities"

Tablet-type terminals, telecommunications facilities, and other equipment and software installed by the User to receive the Service.

(10) "Facilities for the Service"

Computers, telecommunications facilities, and other equipment and software installed by TableCheck Inc. at its discretion for providing the Service.

(11) "Facilities, etc. for the Service"

Collective term for Facilities for providing the Service, and telecommunications lines and telecommunications services provided to TableCheck Inc. from telecommunications carriers and other facilities provided to TableCheck Inc. from other business operators for the providing the Service.

(12) "User ID"

Code that is provided to the User and is used to identify the User among persons using the Service.

(13) "Password"

Code that is provided to the User and, in combination with User ID, is used to identify the User among persons using the Service.

(14) "Log-in Information"

Collective term for User ID and Password.

(15) "Purpose"

Purpose of performing these Terms.

(16) "Confidential Information"

Personal Information, Log-in Information, and any and all business, engineering, and development information including documents and drawings disclosed by the party disclosing such information of confidential nature (hereinafter referred to as "Discloser") to the party receiving such information of a confidential nature (hereinafter referred to as "Recipient") in connection with the Purpose.

(17) "Dining Guest"

Person who uses the Service to make a reservation for services provided by Applicant.

Article 3 (Amendment on Specifications and the charges of the Service)

1. Specifications of the Service shall be stated in the TableCheck specification documents, and TableCheck Inc. may at its discretion amend the specifications of the Service.

2. When TableCheck Inc. intends to effect an amendment under the preceding paragraph, TableCheck Inc. shall, upon giving thirty days prior notice, notify the Applicant of the contents after the amendment; provided, however, that this shall not apply to cases when the contents of such amendment is judged to cause no disadvantage to the User or when such amendment is effected in accordance with a request by any business operator providing the Facilities, etc. for the Service.

3. In the event of an amendment in the service charge, TableCheck Inc. shall notify the applicant of the change in the method specified by TableCheck Inc. at least 30 days prior to

the date of the change.

Article 4 (Application)

1. The Applicant shall provide TableCheck Inc. with the necessary information for using the Service in the manner TableCheck Inc. specifies. In no event shall TableCheck Inc. be liable for expenses and damages incurred by the Applicant or a third party due to a lack of or deficiency in the information provided by the Applicant.
2. The Applicant shall at its responsibility enter, register, manage etc. information needed to use the Service.
3. The Applicant shall, at its responsibility and at its cost, implement necessary education, training, etc. for using the Service.
4. After all documents stipulated by TableCheck Inc. have arrived containing all information required without omissions or errors, TableCheck Inc. shall promptly setup the necessary account(s) for using TableCheck.
5. TableCheck Inc. shall, after completion of account issuance under the preceding paragraph, promptly notify the Applicant of the user ID and password by the means TableCheck Inc. specifies. The date TableCheck Inc. made the said notification shall be referred to as the "Usage Commencement Date" and the month in which the Use Commencement Date belongs as the "Usage Commencement Month".
6. Notwithstanding the provision of the preceding paragraph, if the Applicant agrees to an alternate date via a method specified by TableCheck, such date shall be regarded as the usage start date, and the month to which the date belongs shall be regarded as the usage start month.

Article 5 (Period of Use)

1. These Terms shall be in effect for a period of six (6) months from the first day of Usage Commencement Month, and shall be automatically renewed each month thereafter for an additional one (1) month period, unless the Applicant notifies of cancellation in writing thirty (30) days in advance.
2. Notwithstanding the provision of the preceding paragraph, if a usage period is specified in the Individual Contract, the usage period shall be until the last day of such usage period described, and shall be renewed at the end of such period for a new period of the same length, unless the Applicant notifies of cancellation in writing thirty (30) days in advance.

Article 6 (Installation and Maintenance of Facilities for Using the Service)

1. The Applicant shall, at its cost and at its responsibility, install User Facilities, and

maintain User Facilities and the environment for using the Service, in accordance with the conditions specified by TableCheck Inc..

2. The Applicant shall, at its responsibility and at its cost, have User Facilities connected to the Internet using telecommunications services of telecommunications carriers, etc.

3. If there is a defect in User Facilities, or in the environment of the Internet connection or in the environment for using the Service, TableCheck Inc. shall not assume the responsibility to provide the Service to the User.

4. When TableCheck Inc. judges it is necessary for the maintenance or operation of the Service or for technical reasons related to the Service, TableCheck Inc. may supervise, analyze, adjust, and conduct any other necessary actions with regard to data, logs, information, and content (hereinafter referred to as "User Data, etc.") that the User, etc. records, retains, transmits, or provides when using the Service; provided, however, that this provision shall not be construed as setting forth TableCheck Inc.'s obligation to supervise, and TableCheck Inc.'s responsibility to manage, such User Data, etc.

Article 7 (Log-in Information)

1. The Applicant shall not disclose or lend to or share with a third party (including, without limitation to, third parties whose purpose is not to use the Service and is to survey and verify the Service Specifications) User ID and Password, and at its responsibility and at its cost, strictly manage User ID and Password (including amendments to Password as needed) to prevent disclosure thereof to a third party. If the User itself and any other person should incur damages arising from insufficient management, misuse, or use by a third party, etc. of Log-in Information due to willful intention or negligence of the Applicant, TableCheck Inc. shall not be liable therefor, and the Applicant shall be liable for damages incurred by TableCheck Inc..

2. If a third party uses the Service using Log-in Information of the User, such use of the Service shall be considered as use by the User, and the Applicant shall bear any and all obligations pertaining to such use.

3. If the User falls under any of the items below, TableCheck Inc. may disable the Log-in Information, and the Applicant shall not raise any protest to TableCheck Inc. about such action taken by TableCheck Inc.:

(1) When the User has use of the Service cancelled on the grounds of a default of the monetary obligations pertaining to the Service or a violation of the terms and conditions of the provision of the Service;

(2) When the User is likely to neglect to perform the monetary obligations and other obligations under use agreements, etc. relating to the Service;

(3) Other cases TableCheck Inc. considers inappropriate

Article 8 (Loss/Damage of Data)

TableCheck Inc. shall not be liable for damages caused by loss or destruction of data, etc. that occurs due to failures of the Facilities, etc. for the Service and any other cause.

Article 9 (Prohibited Matters)

1. The Applicant shall, in using the Service, not engage in any of the acts set forth in the items below, and shall ensure that no doubt or question arises about these acts and that the provision of the Service is not hampered:

- (1) Act of using, transmitting, writing, posting, or enabling a third party to receive a harmful computer program and others;
 - (2) Act of intentionally inputting false or inaccurate information, or any other improper act;
 - (3) Act of infringing copyrights and other intangible property rights of Applicant or third parties (including, without limitation, to alteration, compilation, reverse engineering, de-compilation, or disassembly of software that TableCheck Inc. provides for using the Service and software that is contained in the Facilities for the Service, and of extracting or processing the source code contained in the contents of the Service or application of the procedure thereof);
 - (4) Act of tampering or deleting, without authorization, contents of services and information that are available through the Service
 - (5) Act of using the Service in the guise of a third party;
 - (6) Act of using, transmitting, posting, or enabling a third party to receive, a computer virus or harmful computer program;
 - (7) Act of investigating, scanning, or testing the vulnerability of the system constituting the Facilities, etc. for the Service or act of infringing security or authentication method used in the Facilities, etc. for the Service;
 - (8) Monitoring data and traffic of the system constituting the Facilities, etc. for the Service;
 - (9) Act in violation of laws and regulations or public order and standards of decency, or act of causing a disadvantage to TableCheck Inc. or a third party;
 - (10) An act which can be reasonably construed as intentionally disturbing the operation of the service;
2. If the Applicant learns that an act that falls or is likely to fall under any of the items of the preceding paragraph is conducted, the Applicant shall immediately notify TableCheck Inc. thereof.
3. When, in connection with using the Service, TableCheck Inc. learns that act of the User,

etc. falls under any of the items of the preceding paragraph, TableCheck Inc. may, without prior notice to the Applicant and the User, temporarily suspend provision of all or a part of the Service or delete information related to the act falling under any of the items of the preceding paragraph, and, with respect to an act suspected to violate related laws and regulations, report to the appropriate law-enforcement organizations, regulatory authorities, or other appropriate third parties, and cooperate in investigations and indictments of illegal acts; provided, however, that TableCheck Inc. shall not be obligated to carry out management, monitoring, deletion, etc. of an act of the User, etc. or information (including data and content) provided or transmitted by the User, etc. (including cases considered as use of the User).

4. TableCheck Inc. may, in lieu of or in addition to exercising rights under the preceding paragraph, request the Applicant to confirm facts, give explanations, prevent recurrence, and, if requested by a third party, make adjustments with such third party.

5. TableCheck Inc. shall use the Service for its own purposes, and not use or have a third party use the Service for such third party or for the purpose of implementing businesses entrusted by such third party, without the prior written consent of TableCheck Inc..

Article 10 (Temporary Suspension)

1. TableCheck Inc. may, in cases falling under any of the items below due to causes not attributable to TableCheck Inc., temporarily suspend the provision of all or a part of the Service without the need to give prior notice to or obtain prior consent of the Applicant:

(1) When TableCheck Inc. conducts maintenance of the Facilities, etc. for the Service due to a failure thereof;

(2) When telecommunications carriers suspend or discontinue the provision of telecommunications lines or telecommunications services for the provision of the Service;

(3) When any other business operator who provides facilities for providing the Service suspends or discontinues the provision of such facilities;

(4) When, with respect to software whose use is indispensable for the providing the Service, a third party who provides such software to TableCheck Inc. suspends or discontinues the provision of such software to TableCheck Inc.;

(5) When there are operationally or technically compelling reasons;

(6) Cases falling under the events set forth in each of the items below:

(a) Act of God, civil commotion, revolt, or any other force majeure;

(b) COVID-19, New influenza, SARS, and other epidemics;

(c) Radioactive contamination;

(d) Shortage of water or gas, or power exceeding the capacity of TableCheck Inc.'s privately-

owned electrical power facilities;

(e) When TableCheck Inc. or any business operator who provides TableCheck Inc. with the Facilities, etc. for the Service or who provides TableCheck Inc. with services, etc. necessary for providing Service closes their business offices or discontinues their businesses for security reasons;

(f) Failure of the User Facilities or the User's connection environment, or defect in telecommunications lines leading to the Facilities for the Services, the Internet connection services or other telecommunications services;

(g) Damage arising out of performance value of telecommunications lines, Internet connection services, and other telecommunications services including response time from the Facilities for the Service;

(h) Virus, or improper access, attack, or interception in the communication pathway by a third party and attempts thereof that cannot be defended even with the security measures specified in the TableCheck Specifications;

(i) Damage arising out of a failure by the User and others to abide by procedures or security measures, etc. specified by TableCheck Inc.;

(j) Response to compulsory disposition under the relevant criminal laws in the territory of use, or court order, disposition or demand under laws and regulations;

(k) In addition to the preceding items, act of governments or government agencies (including, without limitation, administrative order, administrative guidance, or recommendation);

(l) Any other event or cause not attributable to TableCheck Inc.

2. TableCheck Inc. may, to conduct regular inspections of the Facilities, etc. for the Service, temporarily suspend provision of the Service upon giving prior notice to the Applicant; provided, however, that in an emergency and in cases TableCheck Inc. deems it inevitable, TableCheck Inc. shall not need to give prior notice and shall promptly give notice after the fact.

Article 11 (Discontinuation or Termination of Provision)

TableCheck Inc. may, when the Applicant falls under any of the items below, discontinue or terminate provision of all or a part of the Service by notifying the Applicant of the reason, date, and period in advance; provided, however, that in an emergency or in cases TableCheck Inc. deems it inevitable, TableCheck Inc. shall not need to give prior notice:

- (1) When the Applicant violates any of the terms and conditions for providing the Service;
- (2) When the Service is discontinued pursuant to the provision of Paragraph 3 of Article 9 (Prohibited Matters)

Article 12 (Abolition of the Service)

TableCheck Inc. may, in cases falling under any of the items below, abolish all or a part of the Service:

- (1) When a notice is given to the Applicant not less than sixty days before the date of abolition;
- (2) When a business operator who provides TableCheck Inc. with the Facilities, etc. for the Service abolishes such provision, and if TableCheck Inc. cannot install alternate facilities, etc. even through reasonable efforts;
- (3) When, with respect to software whose use is indispensable for providing the Service, the licensing agreement, etc. between TableCheck Inc. and a third party who provides TableCheck Inc. with such software has terminated, and if TableCheck Inc. cannot use any alternate software even through reasonable efforts;
- (4) Cases falling under the events set forth in Sub-items (a) through (l) of Item (6) of Paragraph 1 of Article 10.

Article 13 (Failures, etc. of the Facilities, etc. for the Service)

1. If the Applicant finds the Service to be unusable or detects a defect in the Service, the Applicant shall confirm that there is no failure in User Facilities, Internet connection, and environment for using the Service, and shall notify TableCheck Inc. to that effect.
2. If TableCheck Inc. learns there is a failure in the Facilities, etc. for providing the Service, TableCheck Inc. shall without delay notify the Applicant to that effect.
3. If TableCheck Inc. learns there is a failure in the Facilities for providing the Service installed by TableCheck Inc., TableCheck Inc. shall without delay repair or recover such Facilities for the Service.
4. If TableCheck Inc. learns there is a failure in telecommunications lines or telecommunications services that are provided to TableCheck Inc. and connected to, out of the Facilities, etc. for the Service, the Facilities for the Service, TableCheck Inc. shall instruct the telecommunications carrier providing such telecommunications lines or telecommunications services to repair or recover such telecommunications lines or telecommunications services.

Article 14 (Service and Usage Fees)

1. The Applicant shall, in exchange for the provision by TableCheck Inc. of the Service, pay TableCheck Inc. the fees for the Service to be agreed upon individually, and applicable taxes in the territory of use levied thereon.

2. TableCheck Inc. shall, directly or through a third party designated by TableCheck Inc. (hereinafter referred to as "TableCheck Inc.'s Designated Personnel in Charge of Billing"), calculate the initial expenses of users for the Usage Commencement Month and the initial expenses related to optional functions (hereinafter referred to as "Optional Initial Expenses") and send the Applicant a bill for these expenses.

3. The commencement month of calculation of the monthly basic use fee shall be the Usage Commencement Month. After the Usage Commencement Month, TableCheck Inc. or TableCheck Inc.'s Designated Personnel in Charge of Billing shall calculate the monthly basic use fee, as well as the monthly use fee for optional functions (the "Monthly Optional Use Fee") for the current month or over a period of months as determined individually per contract, and invoice the Applicant for these fees.

4. TableCheck Inc. will issue a monthly invoice for each "pay-per-use" option based on the application form. The contract period of option service shall be the same as base contract. TableCheck Inc. or TableCheck Inc.'s Designated Personnel in Charge of Billing shall calculate the monthly transaction for the previous month, and send the Applicant a bill for these fees the next month.

5. With regards to the Initial Expenses in Paragraph 2, Monthly Use Fee prescribed in Paragraph 3, and Pay-per-use Fee in Paragraph 4 and the amount equivalent to applicable tax in the territory of use levied on such fees shall be paid to TableCheck Inc. by telegraphic transfer to the bank account specified by TableCheck Inc. or TableCheck Inc.'s Designated Personnel in Charge of Billing no later than the last day of the following month. TableCheck Inc. will invoice the Applicant once the total sum of the fees surpass the threshold determined by TableCheck Inc..

(bank transfer charges shall be borne by the Applicant, and TableCheck Inc. shall not issue a receipt regarding the payment).

6. Even if a condition whereby the Applicant is unable to use the Service due to the suspension or discontinuation of the provision of the Service prescribed in Article 10 (Temporary Suspension) and Article 11 (Discontinuation and Termination of Provision) or any other cause should occur during the period of using the Service, the Applicant shall pay TableCheck Inc. the fees for the Service and applicable taxes in the territory of use levied thereon; provided, however, that cases where this falls under Paragraph 1 of Article 15 (TableCheck Inc.'s Responsibility for Providing the Service) shall be excluded.

Article 15 (TableCheck Inc.'s Responsibility for Providing the Service)

1. Where TableCheck Inc. should provide the Service in accordance with these Terms and if a condition where the Service is completely unavailable (hereinafter referred to as "Service

Unavailable Condition") continues for twenty-four hours or more consecutively due to a cause attributable to TableCheck Inc., the amount equivalent to the monthly basic use fee for the month to which the commencement date of such Service Unavailable Condition belongs and also the amount equivalent to the applicable tax in the territory of use levied thereon shall be reduced from the amount billed to the Applicant (provided, however, that if there are a number of commencement dates of Service Unavailable Condition in the same month, the amount equivalent to the monthly basic use fee to be reduced and the amount equivalent to the applicable taxes in the territory of use levied thereon shall be up to one-month worth).

The provision of this paragraph shall not apply to suspension, discontinuation, or termination of the Service under Article 9 through Article 11.

2. Except as stipulated in the preceding paragraph and Article 45 (Handling of Claims, etc. relating to Intellectual Property Rights), TableCheck Inc. shall, in relation to the Service or these Terms, not assume liability for default, liability for tort, or any other liability whatsoever to the Applicant, regardless of causes of legal claim; provided, however, that this shall not apply to ordinary damages that actually occur to the Applicant as a direct cause of a violation of Article 49 (Confidential Information) or Article 22 (Use of Information by TableCheck Inc.) due to an event attributable to TableCheck Inc. (damages caused by an event not attributable to TableCheck Inc., damages caused under special circumstances, regardless of whether or not TableCheck Inc. has anticipated the possibility of such damages, and lost profits shall not be included), and TableCheck Inc. shall assume liability to compensate for damages in the amount up to one month's monthly basic fee for the Service that directly caused such damages.

Article 16 (Delinquency Charges)

1. If the Applicant fails to perform monetary obligations under these Terms, the Applicant shall pay TableCheck Inc. a delinquency charge at the rate of 14.6% per annum in proportion to the number of days from the day after the due date until the day payment is completed

2. The delinquency charge under the preceding paragraph shall be calculated in proportion to the number of days on the basis of a year of 365 days, and fractional figures less than one yen shall be discarded.

3. The provision of this article shall not be construed as liquidated damages.

Article 17 (Outsourcing)

TableCheck Inc. may outsource (including re-outsourcing) all or a part of businesses

relating to providing the Service to a third party.

Article 18 (Request for Disclosure of Information)

TableCheck Inc. and the Applicant may disclose Confidential Information or User Data, etc. to governmental agencies, courts, etc. when requested or ordered by such governmental agencies, courts, etc. pursuant to the provisions of laws and regulations; provided, however, that the party who receives such request or order, etc. shall notify the other party of the disclosure in advance to provide the other party with an opportunity to take measures for protecting Confidential Information or User Data, etc. If such advance notification is impossible or is extremely difficult, the party who receives such request or order, etc. shall, as promptly as possible after the disclosure to government agencies, courts, etc., notify the other party of the disclosure.

Article 19 (Area for Providing the Service)

Areas where the Service is provided shall be restricted to the countries and regions approved by TableCheck Inc.. The Applicant may not use the Service outside of the countries and regions approved by TableCheck Inc. (including the method of connecting to the Service via telecommunications services, etc. from outside the countries and regions approved by TableCheck Inc.), without the prior written consent of TableCheck Inc..

Article 20 (After Termination of Use)

1. TableCheck Inc. may, if the User terminates use of the Service for whatever reason, immediately delete documents, etc. and data, etc. recorded in the Facilities for the Service and others. TableCheck Inc. shall not assume any liability for damages incurred by the Applicant or a third party resulting from the deletion by TableCheck Inc. of such documents, etc. and data, etc. recorded in the Facilities for the Service.
2. The provision of this article shall, in cases where Terms have been terminated, be applied mutatis mutandis within the scope of the Service corresponding to the terminated part.

Article 21 (Use of Information by the Applicant)

1. The Applicant shall manage Personal Information collected incidental to the Service as Confidential Information, and use such Personal Information with the prior consent of customers and to the extent that the Applicant does not violate the relevant laws, regulations and guidelines regarding the protection of personal information in the territory of use.
2. The Applicant shall, in cases where the Applicant otherwise agrees or executes a contract, etc. with a reservation service-providing company and any other third party with respect to

the handling of Personal Information, comply with such agreement or contract at its own responsibility.

3. The Applicant shall assume responsibility to compensate for any and all damages resulting from a violation of the preceding two paragraphs by the Applicant.

Article 22 (Use of Information by TableCheck Inc.)

1. TableCheck Inc. shall manage Personal Information acquired under the Service as Confidential Information, and comply with the relevant laws, regulations and guidelines regarding the protection of personal information in the territory of use.

2. TableCheck Inc. shall, if a request for deletion of TS Customer Information is made by the Applicant in writing at the time of cancellation of the Terms, comply with such request promptly.

3. TableCheck Inc. shall not disclose or transfer to a third party Personal Information that TableCheck Inc. acquires under the Service by a method that enables such third party to identify an individual.

4. TableCheck Inc. shall not make any contact with the Applicant by email, telephone, or any other method, using TC Customer Information, except for reservation-confirming emails, reminder emails, and matters for which there is prior consent of the Applicant.

5. Notwithstanding the provisions of the preceding three paragraphs, this shall not apply to cases where information directly input by customers in the Service or information independently acquired by TableCheck Inc. is the same as TC Customer Information and where TableCheck Inc. and customers otherwise execute an agreement or contract with respect to the use of information.

6. TableCheck Inc. and a third party designated by TableCheck Inc. may analyze and use TC Customer Information and Information on the Applicant that TableCheck Inc. collects incidental to the Service (hereinafter referred to as "Subject Information"), for the purposes specified below, regardless of cancellation of the Terms.

(1) Business conducted by TableCheck Inc. under the Terms and the Individual Contracts;

(2) Marketing business conducted in the manner of processing Subject Information into statistical data by which an individual cannot be identified;

(3) Marketing business conducted in the manner of not comparing Subject Information and not clearly stating the store name, etc.;

(4) Utilization of third party services and systems in order to increase Applicant's value of using the TC systems, at no additional cost to the Applicant, except when the Applicant has notified TableCheck Inc. in advance.

Article 23 (Notice and Notification by TableCheck Inc.)

1. TableCheck Inc. may use Information on the Applicant that TableCheck Inc. collects incidental to the Service, for the purposes below, regardless of cancellation of the Terms:

(1) Delivery of advertising materials and business information of TableCheck Inc. and third parties;

(2) Notification of important or urgent matters regarding the Service;

(3) Development of new products, new functions, new services, etc. of TableCheck Inc.;

(4) Introduction in distributed materials, websites, and other media pertaining to TableCheck Inc. or the Service to the effect that the Applicant and the User are using the Service and the available information of the Applicant and the User in public;

2. TableCheck Inc. shall, if a request for discontinuation or deletion of information under the preceding paragraph is made in writing by the Applicant at the time of cancellation of Terms, promptly comply with such request.

Online Payment Function.

Article 24 (Scope of Usage)

This provision applies to the Applicant's sales related to the use of online payment function, in the case that the Applicant transacts directly with TableCheck Inc. Matters not specified in Articles 25 to 33 shall be construed in accordance with the provisions of Articles 1 to 23 and 42 to 56 of these Terms.

Article 25 (PCI-DSS Compliance)

TableCheck Inc. shall comply with the PCI DSS security standard when storing, processing or transmitting credit card numbers and other data related to payments in the course of providing the online payment function.

Article 26 (Application for Use of Online Payment Function)

1. The Applicant shall provide to TableCheck Inc., by the method specified by TableCheck Inc., the necessary information to use the Online Payment function. TableCheck Inc. shall not be liable for damages, financial loss or other adverse effects caused to the Applicant or third parties resulting from errors or omissions in the information provided by the Applicant.

2. The Applicant agrees that the aforementioned application will be subject to an assessment process by TableCheck Inc. TableCheck Inc. shall not be required to disclose to the Applicant any information related to the application assessment and/or reasons for rejection.

3. Upon acceptance of the application, TableCheck Inc. shall promptly apply the necessary system settings to enable the use of the Online Payment function and notify the Applicant when the function has been enabled.

Article 27 (Use of Online Payment Function)

Section 1. The Applicant shall only use the Online Payment function for sales within the scope of and under the obligations of this Terms of Use.

Section 2. The Applicant shall only use the Online Payment function for sales in which the Applicant itself is the seller.

Article 28 (Restrictions of Online Payments)

In using the Online Payment function, the Applicant agrees to comply with laws and regulations concerning sales, online payment, credit card payment, products subject to such sales (hereinafter referred to as "Handled Products") or advertisements of such Handled Products. Furthermore, the Applicant shall not perform criminal or threatening acts, acts that may violate laws, public order, or morals, acts that infringe upon copyrights, trademark rights, rights under the Unfair Competition Prevention Act, honor, credit, privacy, legal interests, etc.

Article 29 (Investigation, Improvement Request)

1. TableCheck Inc., when judging that the applicant is or may become in violation of these Terms and/or applicable laws, or upon request from a third party involved in the provision of the service, the Applicant shall investigate the matter including but not limited to the relevant sales, advertisement, Handled Products, etc., and shall allow TableCheck Inc. to conduct an investigation by an equivalent method. TableCheck Inc. shall additionally be able to assign such investigation to a third party. Immediately upon being notified of such a request or the start of an investigation by TableCheck Inc. and/or a third party specified by TableCheck Inc., the Applicant shall respond to the request and provide information as necessary.

2. In reference to the preceding section, TableCheck Inc. shall be able to submit to a third party any information or materials obtained by response from the Applicant or otherwise obtained during the course of an investigation.

3. TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service may, when a cause falls under any one of the following items, amend or suspend the online sales, advertisement, and/or Handled Products of the Applicant. In such cases, the Applicant shall obey the request and bear any related expenses.

Furthermore, in such cases, TableCheck Inc. and/or a third party shall not be obligated to disclose the reason or explanatory information to the Applicant.

(1) In cases where TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service determines, under reasonable grounds, that the Applicant's sales, advertisements, and/or Handled Products violate or may violate these Terms and/or applicable laws;

(2) In cases where TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service receives a complaint or request for investigation, refund of payment, compensation for damages, etc. from the buyer pertaining to the sales, advertisement, and/or Handled Products of the Applicant, whether in a judicial or non-judicial setting;

(3) In cases where TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service asserts that their rights, including but not limited copyrights, honor, credit, privacy, etc., or legal interests have been infringed in connection with the sales, advertisement, and/or Handled Products of the Applicant;

(4) The Applicant does not answer according to Paragraph 1 and/or does not cooperate with the investigation of TableCheck Inc. and/or a third party.

(5) In cases where TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service determines the sales, advertisement, or Handled Products of the Applicant to be inappropriate, whether or not the reason is disclosed.

Article 30 (Payment of Online Sales Proceeds)

1. TableCheck Inc. shall, in the event that the Dining Guest makes a payment to the Applicant using the method prescribed by TableCheck Inc., remit to the Applicant the amount remaining after deducting from the payment amount any fees prescribed by TableCheck Inc., together with any applicable consumption tax or other taxes (hereafter, the "Online Sales Settlement Amount"), by way of bank transfer to the account held in the name of the Applicant as specified in the relevant Individual Agreement. The due date of such payment shall be as described in these the Individual Contract or accompanying document. When the specified payment due date as stated on the Individual Contract or accompanying document fall son a bank holiday, the payment due date shall be the next bank opening day thereafter.

2. TableCheck Inc. shall be able to deduct unpaid monetary amounts owed by the Applicant from the Online Sales Settlement Amount in addition to those listed in the previous paragraph (including but not limited to service and usage fees under Article 14, delinquency charges under Article 16, and as compensation for damages and/or financial

loss.) TableCheck Inc. shall be able to perform such deductions without prior notice.

TableCheck Inc. shall not be required to make any transfer in the event that the amount owed becomes zero or negative after such deductions.

3. TableCheck Inc. shall notify the Applicant either before or after deductions as specified in the previous paragraph are made.

4. TableCheck Inc. shall be able to delay and/or withhold the payment of online sales proceeds under reasonable grounds, including but not limited to the receipt of a payment cancellation or refund as specified in Article 32. In the event of such withholding, TableCheck Inc. shall not be liable to pay interest on amounts owed and shall not be liable for any damages suffered by the Applicant.

Article 31 (TC Points and Voucher)

1. The following terms used in this Article shall have the meanings set forth below:

“TC Points” refers collectively to both “Paid TC Points” and “Free TC Points” as defined herein.

“Paid TC Points” means points issued by TableCheck Inc. to the Dining Guest at a rate of one (1) point per one (1) Japanese yen, in exchange for consideration received from the Dining Guest based on the monetary value recorded by electromagnetic means, as prescribed by TableCheck Inc.

“Free TC Points” means points granted free of charge to the Dining Guest by TableCheck Inc. or by the Applicant, such as during promotional campaigns, which may be used as one (1) point per one (1) Japanese yen for payments under the Service.

“Voucher” means a reservation certificate issued by the Applicant, which may be used for services such as dining at the Applicant’s establishment; provided, however, that in the case of TableCheck Pay, it shall mean a certificate of use.

2. The Applicant shall issue a Voucher to the Dining Guest when the Dining Guest enters into a transaction with the Applicant in accordance with the method prescribed by TableCheck Inc.

3. The Applicant agrees that payment by the Dining Guest for such transactions with the Applicant shall be made using TC Points, in accordance with the method prescribed by TableCheck Inc. The settlement of such payment by TC Points shall be governed by the preceding Article.

4. The validity period of Voucher issued by the Applicant under Paragraph 1 shall be set forth on the Voucher using the method designated by TableCheck Inc. and shall not exceed six (6) months from the date of issuance.

5. Vouchers shall not be lent, assigned, transferred, or pledged as collateral to any third

party.

Article 32 (Chargebacks, Refund of Online Payment)

1. In cases where payment funds are transferred from TableCheck Inc. to the Applicant and TableCheck Inc. receives a request from a third party payment service provider expressing intention to cancel or repurchase of a specific sale of TableCheck Inc. (hereinafter referred to as a "Chargeback"), TableCheck Inc. shall immediately notify the Applicant to that effect in case that such Chargeback relates to services provided by the Applicant.
2. The Applicant shall cooperate in good faith if TableCheck Inc. is requested to collect factual information or other relevant materials for the purpose of disputing the Chargeback with a third party involved in the provision of the Service. If the reason for the Chargeback arises from matters related to the services provided by the Applicant, and there is no willful misconduct or negligence on TableCheck Inc.'s part, TableCheck Inc. shall bear no liability, and the Applicant shall bear the full amount associated with the Chargeback.

Article 33 (Compensation by Applicant, Limitation of TableCheck Inc.'s Liability)

1. The Applicant shall notify the TableCheck Inc. immediately any claims or disputes set forth in the following items. In such cases, the Applicant shall, at its own risk and expense burden, promptly work to resolve the claim or dispute. The Applicant shall be liable to give compensation in full to TableCheck Inc. and third parties related to TableCheck Inc. and/or to the provisioning of the service for any damages incurred.
 - (1) A difference in items, item quantity, item quality, or item properties; functional problems; delay in delivery; amount of money; disputes concerning payments or advertisements (including but not limited to filed complaints and returns, cancellation, exchanges, or refunds of goods or services);
 - (2) Disputes concerning the validity, authenticity, or attribution of the sale; mistakes within the sale; violation of consumer law; dissolution of the sale due to cooling-off, fraud, etc.
2. In addition to the cases set forth in each item of the preceding section, if TableCheck Inc. and/or a third party related to TableCheck Inc. and/or to the provisioning of the service suffers any loss, damage, etc. in relation to the Applicant's usage of the online payment function and/or the sale or provision of products therein, the Applicant shall indemnify TableCheck Inc. and any third parties, and TableCheck Inc. and any third parties shall not be held liable.
3. TableCheck Inc. and third parties related to TableCheck Inc. and/or to the provisioning of the service shall assume no responsibility for damages caused to the Applicant as a result of refusal in the application assessment process under Article 26 Section 2, service amendment

or suspension under Article 29 Section 3, assignment of agreement under Article 43, cancellation under Article 52 or cancellation of the individual use contract under Article 5, or due to the provisions of these Terms and other agreements between Applicant and TableCheck Inc..

4. TableCheck Inc. does not guarantee the actual payment by buyer or collection of amounts owed from the buyer. Online payments and credit card transactions are executed or rejected by a third party service provider, and TableCheck Inc. does not guarantee such execution. TableCheck Inc. assumes no responsibility for failures or delays in payment processing and settlement unless these failures or delays result from breach of these Terms due to reasons directly attributable to TableCheck Inc..

Booking Site Integration Function

Article 34 (Scope of Usage)

This provision applies to the use of the Booking Site Integration Function based on the application that the applicant directly concludes with TableCheck and the application that the applicant concludes with a third party involved in service provision. For matters not stipulated in Articles 34 and 35, Article 1 to Articles 23 and Article 42 to Article 56 shall apply.

Article 35 (Inventory Control Function)

1. In order to use the Booking Site Integration Function, the Applicant must provide information pertaining the third party service including but not limited to login information. The Applicant further agrees that TableCheck may provide such information to third parties involved in the provisioning of the service.

2. In order to use the Booking Site Integration Function, the Applicant shall properly manage and operate the login information and the assigned stock etc. under the Applicant's own responsibility. TableCheck will not be liable for any expenses or damages incurred by the applicant or a third party due to improper management and/or operation of the Applicant.

Reservation Fee Revenue Share Function

Article 36 (Scope of Application)

The provisions of this Article through Article 41 shall apply to the application for and use of the Reservation Fee Revenue Share Function (hereinafter referred to as the "Function"),

based on an application directly entered into between the Applicant and TableCheck Inc.

Article 37 (Use of the Reservation Fee Sales Function)

1. In applying for the Function, the Applicant agrees that TableCheck Inc. may disclose information concerning the Applicant to the Dining Guest.
2. In using the Function, the Applicant shall be solely responsible for the proper management and operation of login credentials and allocated inventory related to the Function. TableCheck Inc. shall not be liable for any costs or damages incurred by the Applicant or any third party due to inadequate management or operation by the Applicant, and the Applicant or User shall resolve any disputes with third parties at their own responsibility.

Article 38 (Fees)

1. The fee for the Function (hereinafter referred to as the "Fee") shall accrue upon the User's acceptance of a reservation request from a Dining Guest.
2. The amount of the Fee shall be calculated by multiplying the reservation fee specified in Article 41 by the revenue share ratio set forth in Article 40.
3. The Fee shall be deemed finalized at the time the reservation is confirmed. Even if the reservation is subsequently canceled or the number of guests is changed, the Fee shall not be refunded.
4. TableCheck Inc. shall remit to the Applicant, by the end of the month following the month in which the Fee accrues, the amount of the Fee less the costs set forth in the following Article, by bank transfer to a financial institution account designated by the Applicant. TableCheck Inc. shall bear the transfer fees.

Article 39 (Cost Burden)

1. Transaction fees associated with credit card payments incurred for each confirmed reservation (hereinafter referred to as the "Costs") shall be determined separately by TableCheck Inc. and borne by the Applicant. TableCheck Inc. shall bear the credit card processing fee.
2. The due date and method of payment for the Costs shall follow the provisions of Article 38. If any amount of Costs is payable by the Applicant, TableCheck Inc. may offset such amount against the Fee at any time.

Article 40 (Revenue Share Ratio)

1. The revenue share ratio shall be as specified in the TableCheck application form.

2. Notwithstanding the preceding paragraph, if separately agreed by both the Applicant and TableCheck Inc., such agreed-upon revenue share ratio shall apply.

Article 41 (Reservation Fee)

1. The reservation fee payable by the Dining Guest for each reservation shall be as specified in the TableCheck application form. Provided, however, that the Applicant may, at its sole discretion, revise the reservation fee. The revised reservation fee shall apply from the time the revision is made and shall not apply retroactively.

2. In cases where the reservation includes infants or similar categories and the number of guests includes such individuals, no reservation fee shall be charged for such infants (the regular reservation fee shall apply to adults).

General Provisions

Article 42 (Trademark)

The Applicant shall comply with the instructions of TableCheck Inc. when using the trademarks, etc. of TableCheck Inc..

Article 43 (Assignment of Agreement)

The Applicant shall not assign or transfer to a third party or otherwise dispose of rights and obligations under these Terms, in whole or in part, without the prior written consent of TableCheck Inc..

Article 44 (Intellectual Property Rights)

1. Any intellectual property rights pertaining to the Service of TableCheck Inc. or third parties from whom TableCheck Inc. receives authorization of licenses shall not transfer to the Applicant and any other third party.

2. Except as stipulated in these Terms, TableCheck Inc. shall not authorize the Applicant to use, or effect to the Applicant transfer, etc. of, any copyrights, trademark rights, design rights, patent rights, and other intellectual property rights held by TableCheck Inc. or third parties from whom TableCheck Inc. receives authorization of licenses.

3. The Applicant hereby agrees that the Applicant does not infringe the patent rights, copyrights, utility model rights, and other rights of TableCheck Inc. pertaining to the Service.

Article 45 (Handling of Claims, etc. relating to Intellectual Property Rights)

1. If TableCheck Inc. receives a warning, institution of a litigation, or any other claim (hereinafter referred to as "Claim, etc.") from the Applicant or a third party on the grounds that the Service infringes copyrights or patent rights, etc. of such third party, TableCheck Inc. shall settle such Claim, etc. at its own responsibility and at its own cost (including court costs, etc.)

2. The provision of the preceding paragraph shall be subject to the condition that the Applicant promptly notifies TableCheck Inc. of the fact of receipt of and the contents of a Claim, etc., and that the Applicant grants to TableCheck Inc. the necessary authority to defend a Claim, etc., and that the Applicant cooperates with TableCheck Inc. to resolve such Claim, etc. Furthermore, the Applicant shall not make a settlement, etc. relating to the Claim, etc., except with the prior written consent of TableCheck Inc..

3. When TableCheck Inc. learns of a Claim, etc. or finds that a Claim, etc. is likely to occur with respect to the Service, TableCheck Inc. may take any one of the measures set forth in each of the items below:

- (1) Change the Service to be able to avoid the Claim, etc.;
- (2) Acquire necessary right that enables the Applicant to use the Service; or
- (3) Terminate the Service

4. The provision of Paragraph 1 shall not apply to cases where a Claim, etc. that occurred falls under any of the items below:

- (1) When a Claim, etc. occurs due to a change of Service made without consent of TableCheck Inc.;
- (2) When a Claim, etc. occurs due to a combination between the Service and other software or services other than that approved by TableCheck Inc. (if such combination had not been made, such Claim, etc. could have been avoided);
- (3) When a Claim, etc. occurs due to use of the Service in violation of the terms and conditions for the provision of the Service;
- (4) In addition to the above, when a Claim, etc. occurs due to a cause not attributable to TableCheck Inc.

5. The responsibility and cost borne by TableCheck Inc. under this article shall not exceed the total amount of the fees for the Service that TableCheck Inc. receives from the Applicant for the latest one-year period (however, consideration for functions provided as optional functions in combination with services onerously provided by a third party shall be excluded).

6. Responsibility under this article shall constitute TableCheck Inc.'s entire responsibility for infringements of intellectual property rights.

Article 46 (Compliance with Laws)

The Applicant shall comply with applicable laws and regulations when using the Service and hereby warrants that all Users have obtained restaurant business approvals and all other necessary approvals and permissions.

Article 47 (Refusal to Conduct Trade with Anti-social Forces)

1. The Applicant hereby warrants that the Applicant and affiliates, officers, employees, and related persons of the Applicant (including officers and employees of affiliates) do not fall under any of the items below:

(1) Organized Crime Group; Organizations that may potentially encourage its members (including members of constituent organizations of said organizations) to engage collectively or habitually in violent, unlawful, etc. acts)

(2) Members of Organized Crime Group;

(3) Quasi-members or former members of Organized Crime Groups; Persons, other than members of Organized Crime Groups, who have relations with Organized Crime and may potentially engage in violent, unlawful, etc. acts with the background of force of Organized Crime, or who cooperate for or get involved in the maintenance or operation of Organized Crime by providing funds, weapons, etc. to Organized Crime Group or by other means;

(4) Organized Crime Group-related companies; Companies run effectively by members of Organized Crime, companies run by quasi-members or former members of Organized Crime, that maintain relationships with, cooperate with, or engage in the maintenance or operation of Organized Crime by providing funds to Organized Crime or by other means, or those companies that actively use Organized Crime in doing business, etc., and cooperate in the maintenance or operation of Organized Crime;

(5) Corporate racketeers, etc. and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from companies, etc. and may threaten the safety of civil life);

(6) Forces claiming to be social movements; Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life;

(7) Special intellectual violent organizations; Groups or individuals, except those listed above, who use Organized Crime or have fund connections with Organized Crime and become the core body of a structural fraud.

2. If it is found that the Applicant is in violation of a provision of the preceding paragraph or if it is objectively and reasonably found that the Applicant is suspected to be in violation of a

provision of the preceding paragraph, TableCheck Inc. may immediately cancel these Terms, and in this case, the Applicant shall compensate TableCheck Inc. for damages incurred by TableCheck Inc..

3. If it is objectively and reasonably found that the Applicant is suspected to be in violation of a provision of Paragraph 1 of this article, TableCheck Inc. may demand temporary suspension of the Service by the Applicant or suspend system operation of the Service.

Article 48 (Anti-Bribery and Corruption)

1. The Applicant shall comply with the following obligations:

(1) To comply with all applicable anti-bribery and anti-corruption laws, regulations, statutes, and codes, including, but not limited to, the Unfair Competition Prevention Act of Japan, the U.S. Foreign Corrupt Practices Act (FCPA), and the U.K. Bribery Act (collectively, the "Anti-Bribery Laws");

(2) Not to engage in any conduct that would constitute a violation of the Anti-Bribery Laws.

2. The Applicant represents and warrants that:

(1) Neither the Applicant nor any of its agents, contractors, consultants, or employees has engaged in any conduct that would constitute a violation of the Anti-Bribery Laws;

(2) Neither the Applicant nor any of its subsidiaries is currently subject to any governmental investigation or inquiry relating to a violation of the Anti-Bribery Laws.

3. The Applicant shall indemnify, defend, and hold harmless TableCheck Inc., TableCheck Inc.'s directors, officers, agents, and employees from and against any and all damages, liabilities, penalties, fines (whether civil or criminal), legal costs, attorney's fees, and other expenses arising from or related to any breach of this clause or any violation of the Anti-Bribery Laws.

Article 49 (Confidential Information)

1. The Applicant and TableCheck Inc. shall not use Confidential Information for purposes other than the Purpose.

2. The Recipient shall maintain in strict confidence and not disclose or divulge any Confidential Information to any third party other than, among officers and employees of the Recipient, those who need to know such Confidential Information for the performance of the Purpose (hereinafter referred to as "Officers and Employees"); provided, however, that this shall not apply to information that falls under any of the items below:

(1) Information that enters the public domain due to a cause not attributable to the Recipient after receipt of the disclosure from the Discloser;

(2) Information that the Recipient acquires before receipt of the disclosure from the

Discloser;

(3) Information that was in the public domain before receipt of the disclosure from the Discloser;

(4) Information that the Recipient develops independently without referring to information disclosed by the Discloser;

(5) Information that the Recipient lawfully acquires from a third party without confidentiality obligation

3. Notwithstanding the provision of the preceding paragraph, the Recipient's confidentiality obligation shall not apply to cases when the Recipient obtains the prior written consent of the Discloser as to disclosure of Confidential Information, or cases when the Recipient discloses Confidential Information in response to legal inquiries made by the court, the prosecution, the police, and supervisory authorities in legitimate forms, and in these cases, the Recipient may make disclosure of Confidential Information to such third parties.

4. The Recipient shall have its Officers and Employees (including those who retire after acquiring Confidential Information, and third parties to whom Confidential Information is disclosed pursuant to the provision of the preceding paragraph; hereinafter the same applies) assume the confidentiality obligations stipulated in the Terms, and if any of its Officers and Employees to whom Confidential Information is disclosed violates any of the provisions of the Terms, the Recipient shall be deemed to have committed such violation.

5. The Recipient shall not reproduce or alter Confidential Information nor engage in any development, business, etc. using Confidential Information.

6. In the event that the Recipient delegates to any third party (including parent companies, subsidiaries, and affiliates) necessary businesses for performing the Purpose and when the Recipient needs to disclose Confidential Information to such third party, the Recipient may disclose Confidential Information to the extent necessary for the Purpose. In this case, the Recipient shall have such third party assume the same obligations as those under the Terms, and if such third party violates any of the provisions of the Terms, the Recipient shall be deemed to have committed such violation.

7. If the Recipient violates any of the provisions of the Terms, he/she shall assume responsibility to pay all damages incurred by the Discloser.

8. If the Recipient becomes aware of a fact that is likely to hinder the protection of Confidential Information, the Recipient shall, regardless of reasons attributable to the said fact, immediately notify the Discloser to that effect, and promptly take emergency measures, and submit a detailed report and a proposal of future course of actions in writing without delay.

9. The provision of this article shall survive termination of the Terms and continue in effect

for a period of two years thereafter.

Article 50 (Representation and Warranty of Applicant)

The Applicant represents and warrants to TableCheck Inc. that as of the date of executing these Terms the Applicant's representations and warranties are true and correct in material points.

Article 51 (Representation and Warranty of TableCheck Inc.)

TableCheck Inc. represents and warrants to the Applicant that as of the date of executing these Terms TableCheck Inc.'s representations and warranties are true and correct in material points.

Article 52 (Cancellation)

1. The Applicant and TableCheck Inc. may forthwith cancel these Terms, in whole or in part, without the need to give notice, if the other party falls under any of the items below. This article shall not prevent the holder of the right of cancellation from claiming damages against the other party:

- (1) When the other party is in violation of the obligations or representatives and warranties under the Terms and, despite prior notice by specifying a period of more than ten business days, has not corrected such violation within the said period;
- (2) When the other party is subject to a petition for bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or any other similar legal insolvency proceedings by a third party, or when the other party itself decides to file a petition for these proceedings;
- (3) When the other party has a bill or check dishonored by a electronic clearinghouse, or disposition of suspension of a transaction with a bank;
- (4) When the other party is subject to a disposition of revocation, suspension, etc. of business from a supervisory agency;
- (5) When the other party is subject to provisional attachment, provisional disposition, compulsory execution, etc. by a third party and it is considered difficult to perform agreements;
- (6) When the other party adopts a resolution for dissolution, or merger or a transfer of all or a significant part of business, and it is considered difficult to perform agreements;
- (7) When the other party is suspected to have a fund relationship, transactional relationship, or any other relationship with anti-social forces;
- (8) In addition to that listed in each of the preceding items, when any material grounds

whereby continuation of the performance of these Terms is difficult occur.

2. If this Contract is cancelled in accordance with the provision of the preceding paragraph, the Applicant may automatically forfeit benefit of time, without notice or demand from TableCheck Inc., and immediately pay the amount of remaining obligations in cash.

Article 53 (Compensation for Damages)

1. If the Applicant or TableCheck Inc. incurs damages in the event that the other party violates any of the provisions of the Terms (including, without limitation, cases where the representations and warranties are incorrect) and, despite a notice requesting correction of such violation given to the other party, has not corrected the said violation within thirty days from the receipt of the notice, the Applicant or TableCheck Inc., as the case may be, may claim against the other party compensation for such damages within the scope of reasonable consequence.

2. The liability for damages under the Terms shall not include lost profit due to loss or delay of business, loss of data or documents, or damage caused to a third party resulting therefrom and other indirect damages or expanded damages, and extraordinary profit. The same shall apply to cases where the Applicant or TableCheck Inc. has been advised of the possibility of such damages.

3. In no event shall TableCheck Inc. be liable for loss, claim, or damage of any kind, resulting from use, failure or delay of the Service (including, without limitation, use or inability of use of any of the components of the Service), or special damages, punitive damages, incidental damages, or consequential damages, whether the cause therefor be based in contract, tort, or otherwise.

4. TableCheck Inc. shall not assume any liability whatsoever for amendments to specifications, or failure, delay, etc. of systems operated by parties other than TableCheck Inc. incidentally to the Service (including, without limitation, systems of reservation service-providing companies, and their Internet browsers and modules related to browsing of the Internet browsers).

5. The provision of each of the paragraphs of this article shall not apply to liability for compensation for damages that arise pursuant to the provisions of Article 9 (Prohibited Matters) and of Article 7 Paragraph 2 of the Terms.

Article 54 (Severability)

If any of the provisions of these Terms or part thereof is held to be invalid under laws and regulations, the remaining provisions thereof, or the remaining part of the provision deemed invalid shall continue to be valid, and such provision deemed invalid or part thereof shall be

modified to the extent necessary to render the same valid, and be interpreted to achieve the same purpose and same legal and economic effect as originally contemplated by such invalid provision or part thereof.

Article 55 (Governing Law and Jurisdiction)

1. If you reside outside of China, these Terms will be interpreted in accordance with the laws of the Japan. If the need for legal proceedings should arise between the parties hereto in relation to the Terms, the Tokyo District Court shall have the exclusive jurisdiction in the first instance under the contract with TableCheck Inc..
2. If you reside in China these Terms will be interpreted in accordance with the laws of the city of Beijing and China ("China Laws"). If the need for legal proceedings should arise between the parties hereto in relation to the Terms, the Base Court of Beijing shall have the exclusive jurisdiction in the first instance under the contract with the TableCheck Inc's Designated Company.

Article 56 (Good-faith Consultations)

Matters not provided for in the Terms shall be settled through good-faith consultations between the parties to the Terms in accordance with the intent of the Terms.

TableCheck Specifications

TableCheck Inc. may change the contents of the specifications of the Service without notice. The specifications of the Service shall be deemed Confidential Information stipulated under the Terms, and distribution or disclosure thereof to a third party without approval shall be prohibited.

(1) Outline of the Service

- (a) The Service is a cloud-type service that enables the User to, using a browser and accessing TableSolution through the Internet provided by a third party, utilize reservation management and customer management services.
- (b) The User may access TableCheck at the same time from a number of terminals.
- (c) To use TableCheck, an individual contract shall be required to be executed for each transaction in addition to these Terms.

(2) Constitution of the Service

- (a) Basic Service
- (ii) Reservation Management Function
- (ii) Customer Management Function

- (iii) Table Allocation Function
- (iv) Online Reservation Function
- (b) Optional Service
 - (i) Data Import
 - (ii) Data Cleaning Required Before and After Data Import
 - (iii) Two-step Authentication Login (One-time Password)
 - (iv) Payment System
 - (v) Booking Fee & Revenue Share
- (3) List of Functions
 - (a) Basic Service, Optional Service

Automatic taking-in of data from the reservation site does not guarantee the accuracy of such data. The provision of data may be suspended or discontinued due to change of specifications of reservation site, abolition of services, or other reasons.

- (4) Operating Time
 - (a) 24 hours, 365 days
 - (b) The above operating time is our target time, and we do not guarantee 100% operation rate.
- (5) Security Measures
 - (a) Storage of Personal Information
 - (i) Storage based on encryption by AES method
 - (b) Transmission and Receipt of Important Information
 - (i) Protection by SSL transmission
- (6) Preparation/Response by User
 - (a) Internet Connection Environment
 - (i) Broadband line is recommended.
 - (ii) Line speed of 25 Mbps or over is recommended.
 - (b) Wireless LAN (Wi-Fi) Connection Environment
 - (c) Devices
- (7) Services offered by the third parties

Applicant's Representation and Warranty

The Applicant represents and warrants to TableCheck Inc. that, as of the execution of these Terms, the following matters are true and correct.

- (1) The Applicant is a corporation, organization, or individual duly organized and validly existing under the laws of the Applicant reside, and has all requisite power to enable it to carry on its business. With respect to the execution and performance of these Terms and the

execution of all the related transactions, the Applicant has the requisite capacity, power, and authority through all of its corporate procedures and formalities. The execution and performance of these Terms and the execution of any and all related transactions does not conflict with or violate laws or the Articles of Incorporation and rules and regulations of the Applicant, or contracts to which the Applicant is a party, and the Applicant has taken all necessary approvals, permissions, notifications, and other procedures, not resulting in a breach or violation of any of the terms thereof. These Terms constitute a legal, valid and legally binding obligation of the Applicant as of the date of execution hereof and upon being signed by the Applicant. These Terms are enforceable against the Applicant in accordance with its terms, except in cases where enforcement of performance thereof is restricted under laws, or fair and equitable principles.

(2) The Applicant has lawfully taken all the notifications, approvals, and permission and other procedures and formalities required to execute its business and has never been subject to any criminal penalty, administrative penalty, guidance, disposition, and others with regard to its business.

(3) The representations and warranties made by the Applicant under this article, and the documents and information delivered and provided by the Applicant relating to the execution of these Terms do not contain any falsified statements on important matters or lack a statement on important matters that should be stated or on a material fact that is necessary for avoiding misunderstanding, and are valid at the present time.

TableCheck Inc.'s Representation and Warranty

TableCheck Inc. represents and warrants to the Applicant that, as of the execution of these Terms, the following matters are true and correct.

(1) TableCheck Inc. is a corporation, organization, or individual duly organized and validly existing under the laws of Japan and under the laws of the People's Republic of China in the case in the People's Republic of China, and has all requisite power to enable it to carry on its business. With respect to the execution and performance of these Terms and the execution of all the related transactions, TableCheck Inc. has the requisite capacity, power, and authority through all its corporate procedures and formalities. The execution and performance of these Terms and the execution of any and all related transactions does not conflict with or violate laws or the Articles of Incorporation and rules and regulations of TableCheck Inc., or contracts to which TableCheck Inc. is a party, and TableCheck Inc. has taken all necessary approvals, permissions, notifications and other procedures, not resulting in a breach or violation of any of the terms thereof. These Terms constitute a legal, valid, and legally binding obligation of TableCheck Inc. as of the date of execution hereof and

upon being signed by TableCheck Inc.. These Terms are enforceable against TableCheck Inc. in accordance with its terms, except in cases where enforcement of performance thereof is restricted under laws, or fair and equitable principles.

(2) TableCheck Inc. has lawfully taken all the notifications, approvals, and permission and other procedures and formalities required to execute its business and has never been subject to any criminal penalty, administrative penalty, guidance, disposition, and others with regard to its business.

(3) The representations and warranties made by TableCheck Inc. under this article, and the documents and information delivered and provided by TableCheck Inc. relating to the execution of these Terms do not contain any fake statement on important matters or lack a statement on important matters that should be stated or on a material fact that is necessary for avoiding misunderstanding, and are valid at the present time.