

Service Terms

Effective Date: 10/20/2022

Last Updated: 11/01/2023

The purpose of this Terms and Conditions of Service ("Service Terms") is to set forth the terms and conditions for providing Online Educational Service that Casio Computer Co., Ltd. ("CASIO") provides to you through the website "Class-Pad.net".

BE SURE TO READ THE TERMS AND CONDITIONS OF THE "SERVICE TERMS" BELOW BEFORE TRYING TO USE THE SERVICES.

CASIO GRANTS YOU THE RIGHT TO USE THE SERVICES ONLY IF YOU AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.

BY USING THE SERVICES, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Article 1 (Definitions)

- 1.1 "ID" means a unique code used by the User for purposes of identifying such User.
- 1.2 "IP Rights" means copyrights, patents, trademarks, utility rights, design rights, and other intellectual property rights (including rights to obtain or to apply for registration of such rights).
- 1.3 "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of, to object to or prevent any distortion, mutilation or modification of, or other derogatory action in relation to the Posted Contents, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right.
- 1.4 "Posted Contents" means any content (including but not limited to text, graph, mathematical formula, calculation result, diagram, document,

spread sheet, comment, and other data) posted or otherwise transmitted to the Website by the User.

- 1.5 “Services” means any and all services provided by CASIO through the Website.
- 1.6 “User” means an individual to whom CASIO assigns an ID for use of the Services.
- 1.7 “Website” means this website, namely “Class Pad.net”, operated by CASIO.

Article 2 (Grant of License)

Subject to the terms and conditions of this Service Terms, CASIO hereby grants the User the non-exclusive license to use the Services through the Website.

Article 3 (Operation of the Service)

- 3.1 Upon prior notice given through the Website, CASIO shall reserve the right to amend this Service Terms. Such amendment shall be effective one (1) week after such notice is given except as otherwise specified in the said notice.
- 3.2 CASIO may, at any time and at its sole discretion, suspend, discontinue, alter, modify, or otherwise change, in whole or in part, the Services without any prior notice to the User.
- 3.3 In no event shall CASIO be liable for any damages or losses incurred by the User in connection with said suspension, discontinuation, alteration, modification or other change of the Services.

Article 4 (ID and Profile)

- 4.1 The User shall keep ID secure, and shall immediately notify CASIO of any breach of security or unauthorized use of its ID.
- 4.2 The User shall be liable to CASIO for any damages or losses in connection with said breach or unauthorized use.
- 4.3 The User’s profile information registered by the User for using the Services may be shared with other Users through the Services, provided,

however, the User may choose voluntarily not to share it by changing the function settings.

Article 5 (Payment for the Services)

CASIO may provide the services which is subject to service fees ("Paid Services") through the Software. If using the Paid Services, the User shall pay to CASIO all service fee for such Paid Services in accordance with the payment terms designated by CASIO, which payment terms shall be indicated on the Website.

Article 6 (Restrictions)

6.1 The User shall not:

1. copy, reverse engineer, decompile, disassemble, alter, modify, adapt, translate or export the Website or the Services;
2. post or otherwise transmit to the Website any contents which would infringe or violate any IP Rights, privacy rights, or any other rights of any third party;
3. discriminate, slander, defame or otherwise damage the good name, reputation or goodwill of the third party or CASIO through the use of the Services;
4. interfere or obstruct the operation of Services in any way, such as illegal access to the servers or other computers of CASIO;
5. allow the third party to use its ID or the Services;
6. damage any rights or property of the third party or CASIO through the use of the Services;
7. commit any act which offend public order or good morals, or violate the law or regulation through the use of the Services;
8. use the Services for any commercial purpose such as advertisement, marketing activities, or any similar purpose; and
9. commit any act which is considered inappropriate by CASIO

6.2 The User shall promptly report to CASIO any violation or suspected violation of Article 6.1 above.

6.3 In the event of any breach of this Service Terms by the User, CASIO may, without any prior notice to such User, suspend use by such User of the

Services, or deregister the ID of such User.

Article 7 (Intellectual Property Rights)

- 7.1 Any and all IP Rights with respect to the Services and the Website shall remain the property of CASIO and/or CASIO's licensor. Nothing contained herein shall be construed as granting to the User a license of the IP Rights owned by CASIO and/or CASIO's licensor.
- 7.2 The User hereby represents and warrants to CASIO that it has lawful rights to post or otherwise transmit the Posted Contents, and that the Posted Contents so posted to the Website does not infringe or violate any third party's rights.
- 7.3 Notwithstanding Article 7.1 above, any and all IP Rights with respect to the Posted Contents shall remain the property of the User and/or User's licensor.
- 7.4 The User hereby grants to CASIO the royalty-free, worldwide, non-exclusive, and transferrable license (with the right to sublicense third party) to, use, copy, modify, alter, edit, translate, distribute, dispose of, create derivative works of, or otherwise exploit the Posted Contents (excluding personally identifiable data or information) solely for making it available on the Website as CASIO's recommended or general-purpose contents or for non-profit educational purposes.
- 7.5 To the extent allowed by the User to share with other Users, the User hereby grants to such other Users the royalty-free, worldwide, non-exclusive, and transferrable license (with the right to sublicense third party) to, use, copy, modify, alter, edit, or create derivative works of the Posted Contents solely for personal purposes.
- 7.6 The User hereby agrees not to exercise, and not to cause said User's licensor to exercise, its and their Moral Rights in and to the Posted Contents.

Article 8 (Warranty and Liability)

- 8.1 THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CASIO EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF OR RELATED TO ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

- 8.2 IN NO EVENT SHALL CASIO BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT OR LOSS OF DATA, OR FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF CASIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- 8.3 IF THIS SERVICE TERMS IS SUBJECT TO GENERAL CONSUMER PROTECTION LEGISLATION OF THE USER'S JURISDICTION, THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS ARTICLE APPLY TO THE USER TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE USER'S JURISDICTION.

Article 9 (Use Term)

The right of use by the User of the Services shall expire upon: (i) deregistration of the ID of such User; or (ii) discontinuance of the Service.

Article 10 (Governing Law and Jurisdiction)

- 10.1 This Service Terms shall be governed by and construed in accordance with the laws of Japan, without reference to any conflict of law principles.
- 10.2 Any dispute arising out of, in relation to or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan.

Article 11 (Language)

This Service Terms shall be executed in the English language. English shall be the governing language and any translation of this Service Terms into any other language is for convenience of reference only and shall not bind CASIO and you.