

ELEMENTAL STORY WORLD Terms of Service (For Users)

Article 1. Purpose

These Terms of Use (these “Terms”) set out the conditions for use of “ELEMENTAL STORY WORLD,” a blockchain game operated and provided by EPOCH FACTORY PTE. LTD. (the “Company”) and services associated therewith, and also set out the relationship of rights and obligations between users and the Company.

Article 2. Definitions

Definitions of terms used in these Terms shall be as follows:

- (1) “NFT” refers to a non-fungible token or similar digital item that is generated on the blockchain.
- (2) “Wallet” refers to the system for managing private keys to transfer crypto-assets and NFTs that are traded using blockchain technology.
- (3) “User” refers to a person who has agreed to this Agreement as a user of this service.
- (4) “Intellectual property rights” refers to copyrights, patents, utility model rights, trademarks, design rights, portrait rights, publicity rights and other intellectual property rights (including rights to acquire such rights or to apply for registration of such rights).
- (5) “Anti-social force” refers to any of the following person, entity, or organization:
 - (i) An organized crime group, member of an organized crime group, a person who ceased to be a member of an organized crime group less than five years ago, a quasi-member of an organized crime group, an organized crime group related company, a corporate racketeer (*sokaiya*), a blackmailer advocating social cause, a special intelligence organized crime group, or a member of other organized crime group similar to any of the foregoing;
 - (ii) An entity or corporation in whose management an anti-social force is substantially involved ;
 - (iii) A person having such relationship with an organized crime group that shows reliance on the organized crime group for the purpose of unfairly benefiting itself or third parties, or of damaging third parties; or
 - (iv) A person having such relationship with a member of an organized crime group that shows provision of funds, benefits or services from the person to the member of the organized crime group.
- (6) “ELEMENTAL STORY WORLD NFT” refers to the NFT the Company issues for the Service.
- (7) “Agreement” refers to the contract between the Company and a User for the use of the Service in accordance with the terms and conditions of these Terms.
- (8) “Service” refers to “ELEMENTAL STORY WORLD” and services associated therewith.
- (9) “Service Website” refers to the website the Company operates for the Service.
- (10) “Product” refers to all data the Company sells to Users in the Service (including but not limited to ELEMENTAL STORY WORLD NFTs).
- (11) “Product Purchaser” refers to any User who purchases a Product through the Service.
- (12) “User Page” refers to the web page established within the Service Website for Users to manage their own registration information, and to view and manage the Product they have purchased.
- (13) “GXE”, “PGT” refers to a governance token the Company issues, which can be used on the Service.
- (14) “UXE” refers to a utility token the Company issues, which can be used on the Service.
- (15) “Marketplace” refers to the place where ELEMENTAL STORY WORLD NFTs are traded on the Service the Company operates.

Article 3. Purpose and Scope of these Terms

1. These Terms shall apply to any and all relationships between Users and the Company concerning the use of the Service.

2. The terms and conditions regarding the use of the Service that are separately specified by the Company in addition to these Terms, and any other policies, rules and guidelines, etc. that the Company may publish from time to time regarding the use of the Service (the “Additional Policies”) shall form and constitute a part of these Terms, regardless of the name thereof. In the event of any inconsistency between these Terms and the Additional Policies, the Additional Policies shall take precedence.

Article 4. Account Registration by User

1. Upon agreeing to these Terms, a User may apply for an account registration for the use of the Service by providing the Company with necessary account registration information specified by the Company (the “Registration Information”) in accordance with the procedures established by the Company.
2. When applying for an account registration, a User must provide true, correct and complete Registration Information, and make amendments to ensure it is always up-to-date.
3. The Company may refuse an application by a User for account registration if:
 - (1) the Registration Information the User provided to the Company contains inaccurate or false information;
 - (2) the User is a minor, adult ward, a person under curatorship, or a person under assistance who has not obtained the approval, etc. of his/her legal representative, guardian, curator, or assistant;
 - (3) the Company has suspended the User from using the Service for a violation of these Terms or otherwise;
 - (4) the User has committed or the Company determines that the User may be likely to commit, an act that hinders or interferes with the Company’s operation or provision of the Service, or the use of the Service by other Users;
 - (5) the User falls under the category of Anti-social forces;
 - (6) the User violates or the Company determines that the User is likely to violate any of the representations and warranties in Article 13;
 - (7) the Company determines that the User may use the Service for fraudulent or other criminal acts;
 - (8) the Company determines that the User may use the Service in any manner that violates this Agreement; or
 - (9) the Company otherwise reasonably determines that it is inappropriate to register the account.
4. Users shall promptly notify the Company of any change to their Registration Information in the manner specified by the Company. The Company shall not be liable for any disadvantage incurred by the Users as a result of the failure to notify the Company of such change. Even if a User subsequently notifies the Company of any change to his/her Registration Information, the Company may rely on the information which does not reflect the change thereto notified by the User to process transactions or procedures the User completed before having notified the Company of the change.

Article 5. Account Management

1. Once a User has registered for an account, the User shall strictly control and store the information, etc. to log into his/her account (the “Account Information”), and shall not allow a third party to use, or lend, assign, transfer or sell the Account Information. The User shall be responsible for any damage caused by inadequate management, error in use or use by a third party of the Account Information, and the Company shall not be liable for any such loss or damage.
2. The Company may deem any activity conducted using a User’s Account Information as the User’s own activity, in which case the User shall assume any and all responsibility resulting from such activity.
3. If a User discovers that the Account Information is stolen or divulged, or is used by a third party, the User shall immediately notify the Company thereof and follow the Company’s

instructions. If the Company or any third party suffers any damage due to theft or leakage of, or unauthorized use of or access to the User's Account Information by a third party, the User shall compensate the Company and a relevant third party for such damage, unless caused by wilful misconduct or gross negligence on the part of the Company.

4. Even if a User suffers any damage, including theft, loss or unavailability of crypto-assets or NFTs (including ELEMENTAL STORY WORLD NFTs) in his/her own-managed wallet due to failure or loss of, or malware, spyware, virus, hacking, clacking or other attack by a third party to, the User's communication device(s), or inadequate management, error in use or use by a third party of the Account Information, etc., the Company shall not be liable in any way unless there is wilful misconduct or gross negligence on the part of the Company.
5. When a User changes his/her communication device in which his/her account is used, in-game points and other data can be migrated to a new communication device by following the migration procedures as described in the game. If a User fails to follow the migration procedures described in the game, data cannot be mitigated.
6. Users must understand and accept in advance that if they fail to follow the migration procedures mentioned in the preceding paragraph, any and all data such as in-game points they have purchased or earned while playing the game might be extinguished without prior notice to them.
7. The Company may remove a User's account without prior notice to the User if one year or more has passed since the last access to the account.
8. All Users' rights of use in relation to the Service will be extinguished once their account is removed for any reason whatsoever. Even if a User removes his/her own account by mistake, the account cannot be restored.

Article 6. User Page

1. All the information to be posted by a User on the User Page in the Service (the "User-Posted Information") shall be posted with the full understanding that it will be accessed and viewed by an unspecified majority of Users of the Service. The User who has posted the User-Posted Information shall be fully responsible for the same.
2. Users are not allowed to post any information that:
 - (1) is illegal, wrongful or harmful;
 - (2) is in violation of these Terms;
 - (3) is contrary to public order or morals;
 - (4) damages the reputation or credibility of other people;
 - (5) infringes privacy, intellectual property or other rights of other people;
 - (6) is threatening, abusive, harassing, slanderous, defamatory, brutal, violent, obscene or pornographic;
 - (7) is false or fraudulent;
 - (8) is misleading;
 - (9) is discriminatory or prejudicial; or
 - (10) the Company otherwise determines inappropriate.
3. If any User-Posted Information violates these Terms or the Company otherwise determines it inappropriate, the Company may delete the User-Posted Information, restrict the User from posting information, or suspend the display of the User Page of the User without prior notice to the User. The Company has no obligation to respond to the User regarding any of such measures. The Company shall not be liable for any damage incurred by the User or any third party as a result of such measures.

Article 7. Sale of Products by the Company and Purchase of Products by Users, etc.

1. When selling Products, the Company shall post information about the Products, including their price and sales period, on the Service Website, and sell them to Users in the manner specified by the Company.
2. The User who wishes to purchase a Product must understand and agree to the Company's terms of sale, and enter the prescribed information required to purchase the Product. To

purchase the Product, the User needs to manage his/her own-managed wallet that can be used on the Service, connect such own-managed wallet to the Service, and also comply with the Company's terms of sale.

3. After meeting the Company's terms of sale pursuant to the preceding paragraph and entering the prescribed information, the User shall send the entered information to the Company by the method specified by the Company. At the time of receipt of the sent information by the Company, a sale purchase agreement for the Product shall be formed between the Company and the User.
4. The User shall pay the price under the sale purchase agreement concluded in the preceding paragraph in the manner specified by the Company as set out in paragraph 1.
5. After a sale purchase agreement for the Product is concluded pursuant to paragraph 3 above, the Company shall register, in the account of the Product Purchaser, the fact that such Product Purchaser is the owner of the Product and indicate such fact on his/her User Page, upon which the Company shall be deemed to have completed the delivery of the Product to him/her. However, if the Product is a ELEMENTAL STORY WORLD NFT, the Company may complete the delivery of such ELEMENTAL STORY WORLD NFT by sending it to the purchaser's own-managed wallet.

Article 8. Intellectual Property Rights in and Licenses for the Product

1. Intellectual property rights in the Product or other works posted on the Service shall belong to the Company or third party licensors of the Company, in accordance with the Copyright Act and other applicable laws and regulations, and shall not be transferred to any Product Purchasers. In addition, except as set out in the following paragraph, Product Purchasers shall not reproduce, distribute, reprint, transfer, publicly transmit, modify, adapt, or otherwise make secondary use of the relevant Product.
2. The Company shall grant Product Purchasers a non-exclusive license to use (including but not limited to the right to reproduce, transfer, modify, or publicly transmit) the Product free of charge to the extent necessary for the following acts:
 - (1) act of accessing and viewing the Product on the Service and using the Product in the manner contemplated for the Service;
 - (2) act of selling ELEMENTAL STORY WORLD NFTs to other Users on the conditions and in the manner specified by the Company on the Service; and
 - (3) act of using the Product in accordance with the license terms described within the Service Website for the individual Product.
3. Product Purchasers may use the Product they actually own within the scope set out in the preceding paragraph.
4. Users shall permit the Company to use and modify the content contained in their User Pages free of charge (including text written by Users and the User Pages themselves) in the manner deemed appropriate by the Company for purposes including promotion of the Company's service.
5. The provisions of the preceding paragraph shall survive the termination of this Agreement.

Article 9. Suspension of the Service, etc.

1. In any of the following circumstances, the Company may temporarily suspend all or part of the provision of the Service without prior notice to Users. In such cases, the Company shall not be liable for any damage incurred by the User, unless there is wilful misconduct or gross negligence on the part of the Company. If any of the following circumstances are anticipated in advance, the Company will inform Users in the manner deemed appropriate by the Company.
 - (1) When maintenance, inspection, repair or modification of the system (including servers, communication lines and power supplies, and the buildings that house them) is performed on a regular or urgent basis;
 - (2) If the provision of the Service becomes impossible due to a failure or malfunction of the server, communication lines or other equipment or some other cause;

- (3) If the Company's assets are stolen by hacking or other methods;
- (4) When it is necessary to investigate unauthorized use of the account, etc.;
- (5) If malfunction occurs to a system necessary for the provision of the Service;
- (6) If there is a problem handling ELEMENTAL STORY WORLD NFTs due to a hard fork or for other reasons;
- (7) If the provision of the Service becomes impossible due to an earthquake, lightning strike, fire, windstorm and flood, power outage, riot, turmoil, labor dispute or other similar event;
- (8) When a war, natural disaster, incident, or other emergency occurs or is likely to occur.
- (9) When the provision of the Service becomes impossible due to laws and regulations or measures thereunder; or
- (10) In any other cases where the Company reasonably determines that temporary suspension of the Service is necessary for operational or technical reasons.

Article 10. Third Party Services

1. Use of the service requires the use of services or systems provided by entities other than the Company designated by the Company. The Company assumes no responsibility for the services or systems provided by entities other than the Company.
2. Before using services (including those related to the blockchain) associated with the provision of the Service, Users must understand that they need to comply with the terms of service and other conditions applicable between the Users and the relevant service providers and agree to such terms of service and other conditions. The Company reserves the right to take all measures against any User who violates or allegedly violates these terms of service and other conditions, including suspension of the account of the User.
3. Users shall prepare their own-managed wallet that can be used on the Service at their own risk to use it on the Service. Users shall not share or transfer their own-managed wallets connected to the Service to any third party.

Article 11. Prohibited Acts

1. Users shall not engage in any of the following acts:
 - (1) Acts that violate law, regulation, court judgment, decision or order, or legally binding administrative measures;
 - (2) Acts that are contrary to public order or morals, criminal acts, the acts that encourage, aid, abet or announce such acts, or acts that are likely to constitute any of the foregoing;
 - (3) Acts that infringe or restrict, or are likely to infringe or restrict, the proprietary, privacy or other rights of the Company, a telecommunications company, or a third party;
 - (4) Acts that circumvent or invalidate the technical measures taken by the Company to protect data, such as unauthorized use of IDs or passwords;
 - (5) Acts that violate or are likely to violate these Terms;
 - (6) Acts that discriminate against or slander other people, or damage their reputation or credibility;
 - (7) Acts that lead or are likely to lead to fraud or other crimes;
 - (8) Acts of displaying or transmitting material or information that is obscene, child pornography, or child abuse;
 - (9) Acts of displaying or transmitting material or information that may have an adverse effect on or interfere with the health development of minors;
 - (10) Acts of inducing other people to visit porn or other harmful websites (including affiliate advertising);
 - (11) Acts of establishing or soliciting to establish a pyramid scheme;
 - (12) Acts of inviting participation in a religious activity or religious group;
 - (13) Acts of impersonating another user, or trading or attempting to trade using a fictitious name, another person's name, or any other name other than the User's own name;
 - (14) Acts of improperly collecting, disclosing or providing personal information, Registration Information, use history information, etc. of a third party;

- (15) Acts of attempting to gain unauthorized access to computers or other equipment installed by the Company or third parties;
- (16) Acts of overburdening the server or network system beyond the range of normal use, facilitating such acts, fraudulently manipulating the Service by using bots, cheat tools or other technical measures, deliberately using failures of the Company's systems (including repeating the same acts beyond what is necessary), and making unreasonable inquiries or requests to the Company (including repeating the same questions beyond what is necessary), and other acts of interfering with or impeding the operation or provision of the Service or other Users' use of the Service;
- (17) Acts of decoding the source code, including by reverse engineering, disassembling or any other means;
- (18) Acts of transmitting the same or similar messages to a large, indefinite number of Users or third parties (except for those approved by the Company), or other acts that the Company deems as spamming;
- (19) Acts or suspected acts of using the service by any method other than using the interface provided by the Company;
- (20) Acts of transmitting computer viruses, computer code, files or programs that interfere with, destroy or limit the functionality of computer resources;
- (21) Acts of transmitting false or misleading information or facts (including, but not limited to, information or facts about third parties):
- (22) Acts of falsifying or deleting information that can be used by the Service;
- (23) Acts of obtaining the Products by wrongful means or obtaining or using the Products knowingly that they were obtained by wrongful means;
- (24) Acts of exchanging the Products for cash, property or other economic benefits other than in the manner specified by the Company;
- (25) Acts of engaging in wash trading or other deceptive or manipulative trading activities;
- (26) Acts of listing products on the Marketplace when there is no genuine intention to sell them;
- (27) Acts of listing illegal products on the Marketplace;
- (28) Acts of providing false information about the content or nature of the products listed on the Marketplace;
- (29) Acts of providing too limited information about the products listed on the Marketplace to understand the content or nature of such products;
- (30) Acts of listing products on the Marketplace for purposes of concluding a sale purchase agreement with particular Users only;
- (31) Acts of attempting to list or purchase products on the Marketplace in a manner that violates laws, regulations or these Terms or is contrary to public order or morals;
- (32) Acts of listing on the Marketplace any products other than those approved by the Company;
- (33) Following acts committed for the purpose of fluctuating the price of GXE, PGT, UXE or ELEMENTAL STORY WORLD NFTs:
 - Disseminating to an unspecified number of persons of facts without reasonable basis that the User has no direct experience or knowledge of;
 - Engaging in fraudulent acts through deceptive means, or behaving in a manner that will arouse the gambling spirit of other people; or
 - Using violence or threat;
- (34) Acts of making false or misleading representations about matters related to the purchase or sale of GXE, PGT, UXE or ELEMENTAL STORY WORLD NFTs or other material matters;
- (35) Acts of using GXE, PGT, UXE, or ELEMENTAL STORY WORLD NFTs in wagering or gambling;
- (36) Acts of using ELEMENTAL STORY WORLD NFTs to pay for products or services;
- (37) Acts conducted for the purpose of promotion, advertisement, solicitation or marketing or for other commercial purposes, for the purpose of sexual conduct or obscene acts,

- or for the purpose of meeting or dating with a third party;
- (38) Acts of lending, transferring, selling or otherwise trading the account or data used in the Service to a third party outside of the Service.
- (39) Act of connecting a wallet whose private key is shared with a third party to the Service or sharing the private key to a wallet connected to the Service with a third party.
- (40) Acts that constitute a double transfer of GXE, PGT, UXE or ELEMENTAL STORY WORLD NFTs or attempts of such acts;
- (41) Spam listings for the purpose of causing a listing to appear at the top of the search results;
- (42) Acts of using the Service for purposes other than those reasonably intended by the Company;
- (43) Acts of registering multiple accounts for the purpose of committing any of the foregoing acts;
- (44) Acts that interfere with the operation of the Service; or
- (45) Any other acts that the Company deems inappropriate.

Article 12. Elimination of Anti-social Forces

The Company prohibits the use of the Service by Anti-social forces, etc., persons having close relationships (including the provision of funds and other benefits) with Anti-social forces, and persons similar to them. If the Company determines that a User falls within any of those listed above, the Company may suspend provision of the Service without prior notice to the User. The Company shall not be liable for any damage or disadvantage incurred by the User as a result of such suspension.

Article 13. Representation and Warranty

When using the Service, Users represent and warrant to the Company that their access to and use of the Service is lawful in the jurisdiction in which they reside.

Article 14. Restrictions on Use and Termination, etc.

1. If a User falls or the Company reasonably determines that a User is likely to fall, under any of the following circumstances, the Company may, at its reasonable discretion and without prior notice or demand, terminate this Agreement, delete all or part of the information sent by such User, restrict the use of all or part of the Service, suspend the use of the account, deregister the account, remove User Pages, delist ELEMENTAL STORY WORLD NFTs listed by the User, restrict access to the data relating to ELEMENTAL STORY WORLD NFTs owned or listed by the User, or take any other necessary measures:
 - (1) If a User has violated these Terms;
 - (2) If all or part of the Registration Information is false, erroneous, or omitted;
 - (3) If a User has defaulted on a monetary obligation;
 - (4) If a User suspends payments or becomes insolvent;
 - (5) If a petition for seizure, provisional seizure, provisional disposition or other compulsory execution or collection of delinquent taxes is filed against a User;
 - (6) If a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings or other similar proceedings is filed;
 - (7) If a User is deceased;
 - (8) If there is any other significant change in the User's credit conditions;
 - (9) If the Company reasonably determines that a User is involved, or suspected of being involved, in money laundering or terrorist financing;
 - (10) If it is found that a User is or a User is suspected of being, impersonating another User;
 - (11) If the Company is unable to contact a User for a certain period of time, such as if a User fails to respond to the Company correspondence;
 - (12) If a User has not used the Service for a certain period of time since last use;
 - (13) If a User does not agree to any changes to these Terms;
 - (14) If a User has been restricted by the Company from using the Service or other services before;

- (15) If the Company determines that there are circumstances similar to any of those described in the preceding items; or
 - (16) If the Company reasonably determines that it is difficult to continue the agreement with the User.
2. The Company shall not be liable for any damage incurred by a User as a result of the measures taken by the Company pursuant to this Article, unless caused by wilful misconduct or negligence on the part of the Company.

Article 15. Cancellation by User

1. If a User wishes to cancel the Service, the User may do so by following the procedure specified by the Company, unless the User has outstanding obligations to the Company.
2. If a User cancels the Service, the Company shall not be obligated to store the Registration Information or any other data about the User. In addition, the Company may deem that the User's cancellation constitutes a waiver of the Products, prepaid payment instruments and points owned by the User on the Service.
3. This Agreement shall terminate when a User completes the cancellation procedure specified by the Company.

Article 16. Disclaimer, etc.

1. The Company shall not be liable for any of the following damages, whether arising from breach of contract, tort or any other legal cause of action, unless there is wilful misconduct or gross negligence on the part of the Company:
 - (1) Damage caused by any natural disaster, incident, or other emergency;
 - (2) Damage caused by the User's connection environment, such as failure of the User's equipment environment or Internet connection service;
 - (3) Damage caused by the performance value of the Internet connection service, such as response time from the facilities for the Service;
 - (4) Damage caused by unauthorized access or attack by a third party to the facilities for the Service that cannot be prevented with the care of a good manager, or interception on the communication route;
 - (5) Damage caused by disruption of distribution of goods due to a cyber-attack or other incident;
 - (6) Damage resulting from a User's failure to comply with the procedures, security measures, etc. specified by the Company;
 - (7) Damage resulting from a User's failure to enter correct information or conduct necessary reviews;
 - (8) Damage incurred by Users as a result of suspension of all or part of the features or cancellation, of their accounts;
 - (9) Damage caused by incorrect information provided by the Service to Users;
 - (10) Damage caused by defect, malfunction or failure of servers, software, communication lines or other equipment;
 - (11) Damage caused by or in connection with mandatory dispositions pursuant to law or court order;
 - (12) Damage caused by the establishment, revision, abolition, or change in interpretation of laws, regulations, orders, etc. of supervisory authorities, self-regulatory rules, or other rules and regulations that the Company shall comply with (including cases where the effects of such changes apply retroactively) relating to the Service;
 - (13) Damage caused by third party websites or services;
 - (14) Loss due to blockchain network fee spikes, hard forks or other blockchain-related events and loss of assets caused by the Company's delay in responding to or reporting (or the Company's failure to report) such events;
 - (15) Loss due to vulnerability, failure or abnormal operation of the blockchain, wallet and other software, or other crypto-asset-related functions and loss of assets caused by the Company's delay in responding to or reporting (or the Company's failure to report)

- such events;
- (16) Corruption of wallet files; or
 - (17) Damage caused by reasons not attributable to the Company, in addition to the damages described in the preceding items.
2. A User shall, at his/her own expense and responsibility, resolve any dispute related to the Service or arising from the use of the Service between the User and any other User, holder of intellectual property rights in relation to the Service or other third party (including any problem that may arise under the assumption that a User will use the Service in the future), and the Company shall not be responsible for such dispute.
 3. In the event that the Company suffers any damages (including attorney's fees) as a result of the dispute specified in the preceding paragraph, the parties thereto shall jointly and severally compensate for the damages.
 4. With respect to any dispute between a User and any other User or other third party, the Company may, at its reasonable discretion without consent of the User, provide information about the dispute and other assistance to the third party.
 5. Notwithstanding paragraph 1, if the Company is liable to a User for damages arising from breach of contract or tort caused by the Company's negligence (excluding gross negligence), the amount of the Company's liability shall be limited to direct and ordinary damages actually incurred by the User, and shall not exceed the higher of the total price paid by the User to purchase the Products or [JPY10,000].

Article 17. No warranty

1. The Company makes no warranties, express or implied, that the Service, GXE, PGT, UXE, ELEMENTAL STORY WORLD NFTs, subject data, or the blockchain are free from actual or legal defects (including defects regarding safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose or security, communication failure, inaccessibility, error or bug, computer virus or other harmful program, infringement and loss of data created by a User).
2. The Company does not warrant that nothing invalidates, cancels or terminates the concluded sale purchase agreement for Products or otherwise disturb the conclusion or validity of the sale purchase agreement for Products.
3. Users shall investigate, at their own responsibility and expense, whether or not their use of the Service violates any laws, regulations, or internal rules of any industry organization applicable to them, and the Company does not warrant that the use of the Service by Users is compliant with those laws, regulations, or rules.
4. The Company does not warrant that there will be no future enactments or changes in laws and regulations or related tax policies for NFTs and crypto-assets. Users must understand and acknowledge that the regulatory regime and policies for blockchain technology is uncertain and that new regulations or policies may have a significant impact on the development of the Service and the practical utility of ELEMENTAL STORY WORLD NFTs. In the event of any change in law or regulation, the Company may, as necessary, take measures such as implementing access restrictions on the subject data or making it private.
5. The Company makes no warranties as to the value, stability or legality of GXE, PGT, UXE or ELEMENTAL STORY WORLD NFTs.
6. If the Company's website contains links to other websites, the Company makes no warranties as to the websites other than the Company's website or the information obtained from them.
7. The Company does not warrant that ELEMENTAL STORY WORLD and services associated therewith will continue to function in the future. Before using the Service, Users must acknowledge and agree that they may not be able to access all Products, including ELEMENTAL STORY WORLD NFTs and tokens purchased through the Service, in which case they do not receive any compensation from the Company.

Article 18. Change to or Discontinuation of the Service

1. The Company may change, add, or discontinue all or part of the contents of the Service

without prior notice to Users, and User must agree to such change, addition or discontinuation in advance. In the event of any change or discontinuation, the Company will endeavor to inform Users in advance to the extent operationally possible, in the manner the Company deems appropriate. In this case, Users must understand and agree in advance that the Products or the subject data related thereto may disappear or these data may be inaccessible.

2. The Company may update or reset parameters or change specifications to balance the gameplay and the game operations. Users must understand and agree in advance that these updates or resets may affect their Products, in-game characters or items, game balance and other aspects.
3. Any change or discontinuance pursuant to paragraph 1 or 2 of this Article shall not constitute a breach of contract or tort by the Company, and the Company shall not be liable for any damage incurred by Users as a result of the change or discontinuation. Even supposing that the Company is held liable, the amount of such liability shall not exceed the amount specified in Article 16, paragraph 5.

Article 19. Confidentiality

1. Unless otherwise specified in these Terms, the Company and any User shall not divulge, disclose, or provide to a third party any information obtained in connection with this Agreement, or any other information proprietary to the other party, without the prior consent of the other party, whether during the term or after termination of this Agreement. For the purpose of this Agreement, a person who has disclosed or is in a position to disclose confidential information to the other party is referred to as the "Disclosing Party," and a person who has received or is in a position to receive confidential information from the other party is referred to as the "Receiving Party."
2. Notwithstanding the preceding paragraph, confidential information shall not include any information that:
 - (1) is already public knowledge at the time of disclosure;
 - (2) becomes public knowledge through no fault of the Receiving Party after disclosure;
 - (3) is already in the possession of the Receiving Party before disclosure;
 - (4) is independently developed by the Receiving Party after disclosure without access to the confidential information; or
 - (5) is lawfully obtained by the Receiving Party of any kind from a third party who has the right to disclose it without restriction on disclosure.
3. Notwithstanding paragraph 1, the Company may disclose or exchange information about Users to or with a government agency or any third party with which it has concluded a confidentiality agreement, if required by law or requested by the government agency or if the Company deems it necessary.

Article 20. Notice

1. Unless otherwise specified in these Terms, the Company shall provide notice to Users by sending e-mail, posting on the Service Website or a social networking site (SNS), or by any other method that Company deems appropriate according to the nature of the notice.
2. If the Company provides notice to Users by posting on the Service Website or a SNS pursuant to the preceding paragraph, said notice shall be deemed to have reached Users at the time it is posted on the Service Website or the SNS.

Article 21. Changes to these Terms

1. The Company may change the Terms to the extent permitted by law or regulation if
 - (1) a change to these Terms conforms to the general interest of Users; or
 - (2) a change to these Terms does not contradict the purpose of these Terms and is reasonable in light of the necessity of the change, the appropriateness of the revised Terms, the content of the change and other circumstances relating to the change.
2. The Company shall inform the terms to be changed pursuant to the preceding paragraph and the effective date thereof by posting on the Service Website or by other appropriate means.

Such changes shall apply after the expiry of a reasonable period of time specified by the Company when informing them.

Article 22. Handling of Personal information

The Company will appropriately handle Users' personal information in accordance with the "Privacy Policy" separately established by the Company, to which Users must agree.

Article 23. Taxes and Other Public Charges

Users shall be responsible for any taxes and public charges imposed on them. Users shall also be responsible to confirm the type and amount of taxes and public charges imposed on them.

Article 24. Intellectual Property Rights

Intellectual property rights and all other proprietary rights in relation to the Service or the components of the Service Website (such as applications, software, codes, data, images, texts, demos, and other designs, works and know-how) are the property of Company or its third party licensors, and will not be transferred or licensed to any User beyond what is stipulated in these Terms as a result of the execution of this Agreement. All software used in the Service contains proprietary rights and trade secrets protected by intellectual property laws and regulations.

Article 25. Prohibition on Assignment of Rights and Obligations

1. Users may not transfer or assign to a third party, encumber or otherwise dispose of their rights and obligations under these Terms and contractual status, unless otherwise specified in these Terms or with prior written consent of the Company.
2. If the Company transfers its business relating to the Service to another company, the Company may transfer to the transferee of the business its rights and obligations under these Terms and Registration Information and other information about Users as a result of such business transfer, and Users must agree to such transfer in advance by agreeing to these Terms. The business transfer referred to in this paragraph shall include company splits and all other cases where the business relating to the Service is transferred.

Article 26. Surviving Provisions

Provisions of Articles 2 (Definitions), 11 (Prohibited Acts), 16 (Disclaimer, etc.), 17 (No Warranty), 18 (Change to or Discontinuation of the Service), 19 (Confidentiality), 22 (Handling of Personal Information), 23 (Taxes and Other Public Charges) and 27 (Miscellaneous Provisions) and other provisions specified by the Company shall survive the termination of this Agreement and remain in full force between the Company and relevant Users.

Article 27. Miscellaneous

1. Even if any provision of these Terms is held under the applicable law or regulation to be invalid or unenforceable in whole or in part, the remaining portions of such provision shall continue to be in full force and effect.
2. In the event of any question concerning the interpretation of this Agreement or any matter not provided for in this Agreement, or any dispute arising in connection with this Agreement, a User and the Company shall consult with each other in good faith to resolve such question or dispute.
3. This Agreement shall be governed by the laws of Japan, and any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Supplementary Provisions

Established on December 21, 2022