

Terms of Use

These Terms of Use govern your use of the Services provided by the Hereroo software (hereinafter referred to as "the Service"). Your use of the Service assumes your agreement to these Terms of Use.

Article 1 (Definitions)

The terms used in these Terms of Use are defined as follows.

(1) the Services

the Services provided by the "Hereroo" software and related services.

(2) providers of the Services

Collective term for the parties and organizations involved in the production and operation of the Services.

(3) the Content

Collective term for text, sound, still and moving images, software programs, code, and other such content provided on the Services (including posted information).

(4) users

All who use the Services.

(5) registered users

All users who have completed registration to use the Services.

(6) ID

A string of characters that is unique to a registered user for the purpose of using the Services.

(7) Password

Passwords that are uniquely set by registered users corresponding to their IDs.

(8) personal information

Collective term for information that can be used to identify an individual, such as address, name, occupation, or telephone number.

(9) registration information

Collective term for information registered in the Services by registered users (excluding posted information).

(10) intellectual property

Inventions, devices, new varieties of plants, designs, works of authorship and other works produced by human creative activity (including laws or phenomena of nature that have been discovered or elucidated and that have industrial applicability); trademarks, trade names and other indications of goods or services used in business activities; and trade secrets and other technical or business information useful in business activities.

(11) intellectual property rights

Patent rights, utility model rights, breeder's rights, design rights, copyrights, trademark rights, and other rights pertaining to intellectual property as specified by laws and regulations or rights pertaining to legally-protected interests.

Article 2 (Agreement to these Terms of Use)

1. Users may use the Services upon agreeing to these Terms of Use.

2. A contract governing the use of the Services in accordance with the provisions of these Terms of Use will be deemed to have been established when a user downloads the Services to a smartphone or other information terminal and applies for membership in the prescribed manner.

3. Users who are minors must obtain the consent of a party with parental authority or other legal representative before using the Services.

4. If users who are minors use the Services by falsely representing that they have obtained the consent of a legal representative in the absence of such consent, by falsely representing that they are of legal age, or by otherwise using fraudulent means to lead others to believe that said users are of legal capacity to act, any and all juridical acts in relation to the Services are irrevocable.

5. Users who were minors at the time said users agreed to these Terms of Use and who use the Services after reaching the age of majority will be deemed to have ratified any and all juridical acts in relation to the Services.

Article 3 (Amendment of these Terms of Use)

1. These Terms of Use are subject to revision at any time without the consent of users, and users will accept the revised Terms of Use without objection.

2. If these Terms of Use are revised, users will be notified of the details of such revisions by the prescribed method.

3. Any revisions to these Terms of Use will take effect at the time of such notification in accordance with the provisions of the preceding paragraph.

4. Users will be deemed to have agreed to these Terms of Use as amended without objection upon their first use of the Services after said amendment of these Terms of Use.

Article 4 (Procedure for Becoming a Member)

1. Any parties wishing to become a member who can use the Services (hereinafter referred to as "prospective members") must agree to these Terms of Use and apply for membership in the prescribed manner.

2. Parties who have applied for membership become registered users upon acceptance of their application and completion of ID registration.

3. Registered users agree in advance to receive communication notices, advertisements, and other information via e-mail.

4. Membership applications submitted by prospective members who fall under any one of the following categories may not be approved.

I. Prospective members who apply for membership without following the specified procedures.

II. Prospective members who are parties whose membership has been terminated due to violations of these Terms of Use or related terms and conditions, etc. in the past.

III. Prospective members who are deemed to have registered through fraudulent means.

IV. Prospective members who have registered under information for a party other than themselves.

V. Prospective members generally deemed to be otherwise inappropriate for membership.

Article 5 (Account Management)

1. Users shall voluntarily register and manage the information they have registered for use of the Services (including email addresses, IDs, passwords, etc.; hereinafter referred to as "registered information") at their own risk. Users must refrain from allowing any third party to use registered information, or from lending, assigning, transferring, changing the name of, selling, buying, or otherwise disposing of registered information.

2. When registered information is used for the Services, it is assumed to have been used by the principal who registered for the Services, and the principal who registered for the Services will be held responsible for the results of such use and for any and all liability arising therefrom.

3. In the event providers of the Services and third parties suffer damages due to improper use of registered information, users shall indemnify the providers of the Services and third parties for such damages.

4. Users are responsible for managing their own registered information, and the providers of the Services will not be held responsible for any disadvantage or damages suffered by users whatsoever due to registered information that is inaccurate or false.

5. In the event that registered information is found to have been misappropriated or used by a third party, users shall immediately notify the providers of the Services to that effect and act in accordance with any instructions provided by the providers of the Services.

Article 6 (Handling of Personal Information, etc.)

Personal information and the information of users will be handled appropriately in accordance with the separately-specified Hereroo Privacy Policy.

Article 7 (Prohibitions)

Users are prohibited from engaging in the following conduct when using the Services. If users are found to have violated any of the prohibitions, suspension of use of the Services by such users, expulsion from membership, or other necessary action may be taken.

- (1) Conduct that infringes on the intellectual property rights of the providers of the Services or third parties.
- (2) Conduct that defames, slanders, or unfairly discriminates against or libels the providers of the Services or third parties.
- (3) Conduct that infringes on or may infringe on the assets of providers of the Services or third parties.
- (4) Conduct that causes economic damage to the providers of the Services or third parties.
- (5) Conduct that is threatening to the providers of the Services or to third parties.
- (6) Conduct that uses or triggers computer viruses or other harmful programs.
- (7) Conduct that places an excessive burden of stress on the infrastructure of the Services.
- (8) Attacks on the servers, systems, or security used for the Services.
- (9) Attempting to access the Services by any means other than through the interface provided by the Services.
- (10) Acquisition of multiple user IDs by single users.
- (11) Conduct other than the above that is generally deemed inappropriate.

Article 8 (Disclaimer and Limitation of Liability)

1. The providers of the Services (meaning the persons defined in Article 1(2), the same applies hereinafter) may change the content of, suspend, or terminate the Service. The User acknowledges and agrees to this in advance, and the providers of the Services shall not be liable for any damages incurred by the User as a result thereof, except in cases of willful misconduct or gross negligence on the part of the providers of the Services.

2. The providers of the Services are not involved in and shall not be liable for the User's environment for using the Service.

3. The providers of the Services make no warranties, express or implied, that the Service will be suitable for the User's specific purposes, have the expected functions, commercial value, accuracy, or usefulness, that the User's use of the Service will comply with applicable laws, regulations, or internal rules of industry organizations, or that the Service will be free from defects or malfunctions.

4. The User acknowledges and agrees in advance that the Service is not guaranteed to be compatible with all information terminals, that malfunctions in the operation of the Service may occur due to OS upgrades, etc., of the information terminals used for the Service, and that program modifications, etc., made in the event of such malfunctions do not guarantee the resolution of such malfunctions.
5. The User acknowledges and agrees in advance that the use of the Service may be restricted in whole or in part due to changes in the terms of service and operating policies of service stores such as the AppStore or Google Play.
6. Even if the User incurs damages in connection with the use of the Service, the providers of the Services shall not be liable for such damages to the maximum extent permitted by applicable law, except in cases of willful misconduct or gross negligence on the part of the providers of the Services.
7. Even in cases where the providers of the Services are liable for damages incurred by the User in connection with the use of the Service due to simple negligence on the part of the providers of the Services, the providers of the Services shall not be liable for damages arising from special circumstances (regardless of whether the providers of the Services or the User foresaw or could have foreseen the occurrence of the damages, including loss of profits).
8. If this Agreement falls under the category of a consumer contract as defined in the Consumer Contract Act of Japan, the provisions of this Agreement shall not apply to the extent that they contradict said Act. In particular, provisions that completely exempt the providers of the Services from liability for damages or grant the providers of the Services the authority to determine the existence and scope of its liability shall not apply in cases of breach of contract or tort due to simple negligence on the part of the providers of the Services.
9. In cases where the providers of the Services are liable to the User for damages based on breach of contract or tort due to simple negligence on the part of the providers of the Services, the scope of damages to be compensated shall be limited to direct and ordinary damages actually incurred by the User.
10. In the case referred to in the preceding paragraph, the maximum amount of damages the providers of the Services shall be liable for to the User shall be limited to the amount specified in the following items: (1) If the User is a paid user: The amount of the service fee (including consumption tax equivalent; hereinafter referred to as the "Monthly Fee") for the Service received by the providers of the Services from the said User in the month in which the damage occurred. (2) If the User is a free user: The amount equivalent to half of the average per-user Monthly Fee received by the providers of the Services from paid users in the month in which the damage occurred. However, if the calculated amount is less than JPY 100, or if calculation of the average fee is not feasible, the maximum amount shall be JPY 100.
11. The providers of the Services shall not be involved in or liable for any disputes or troubles between the User and other users. In the event of a dispute between users, the users involved shall resolve the dispute at their own responsibility and expense, and shall not make any claims whatsoever against the providers of the Services.
12. If the User causes damage to other users or becomes involved in a dispute with a third party in connection with the use of the Service, the User shall resolve such matter at their own expense and responsibility, and shall not cause any inconvenience or damage whatsoever to the providers of the Services.
13. If a third party makes a claim for damages, etc., against the providers of the Services as a result of the User's actions, the User shall resolve such claim at their own expense

(including attorneys' fees) and responsibility. If the providers of the Services pay compensation for damages to the said third party, the User shall pay the providers of the Services the amount of such compensation and all expenses incurred in resolving the claim (including attorneys' fees and lost profits).

14. If the User causes damage to the providers of the Services in connection with the use of the Service, the User shall compensate the providers of the Services for such damage (including litigation costs and attorneys' fees) at their own expense and responsibility.

Article 9 (Publication of Advertisements)

Users understand and agree that the Services may contain advertisements of any kind. In addition, users acknowledge that the form and scope of advertisements appearing on the Services may change from time to time.

Article 10 (Prohibition of Assignment of Rights)

1. Users must refrain from assigning their status under these Terms of Use and their rights or obligations under these Terms of Use in whole or in part to any third party without the prior written consent of the providers of the Services.
2. The providers of the Services may, at their own discretion, assign in whole or in part the Services to a third party, in which case the users' rights to the Services, including the users' accounts within the scope of the rights assigned, shall be assigned to the assignee.

Article 11 Separability

If any provision of these Terms of Use or any section thereof is determined to be invalid or unenforceable pursuant to the Consumer Contract Act or other laws, ordinances, etc., the remaining provisions of these Terms of Use and the remaining sections of the provisions that are determined to be invalid or unenforceable in part will remain in full force and effect.

Article 12 (Communications)

Any communications or inquiries from users regarding the Services will be made by submitting an inquiry form to be placed at the appropriate location indicated in the Services, or by a separately designated method.

Article 13 (Governing Law and Court of Jurisdiction)

1. The validity, interpretation and performance of these Terms of Use shall be governed by and construed in accordance with the laws of Japan.
2. Any controversy, lawsuit, or other such dispute between the providers of the Services and users, etc. shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court, depending on the monetary amount in controversy.

Effective August 1, 2019