

Terms of Use:

Enacted: July 1, 2023

Introduction

www.tatsumig.com

Please read these terms of use carefully. By registering for, accessing, browsing, and/or otherwise using the tmg services, you acknowledge that you are bound by these terms of use. If you do not agree to these terms of use, do not access, browse, and/or otherwise use the tmg services.

Acceptance of these Terms of Use with TMG

Use of the TMG Services is subject to these Terms of Use. To accept these Terms of Use, the person must have legal capacity. In the case of an individual, such individual must be at least 18 years of age. In the case of a legal entity, the entity must be duly incorporated and doing business in the jurisdiction in which it is located and must have a representative authorized to accept these Terms of Use.

Use of the TMG Services is not permitted without the prior written consent of TMG in the following cases

- Use for reproduction purposes
- If you are a competitor of TMG
- Use to monitor the availability, performance, or functionality of TMG services
- For other benchmarking or competitive purposes.

TMG may terminate your use of the TMG Services in any of the above cases, or at any time in TMG's sole discretion, even if none of the above cases apply.

If you access TMG Services in any of the above cases, TMG may take legal action to compensate you.

Changes to the Terms of Use

TMG reserves the right, in its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Your continued use of the TMG Services following the posting of such changes will mean that you accept such changes as binding.

The modified Terms of Service will automatically become effective upon the earlier of (i) your continued use of the TMG Services, or (ii) within thirty (30) days from the date the modified Terms of Service are posted on the website.

Using TMG Services

Create an account. Certain features and elements of TMG services are available or accessible only to account holders. If you wish to create an account, you must meet the following requirements:

- Complete the sign-up form
- Accept these Terms of Use
- Each customer can only have one account. If more than one person needs to use an account on your behalf, you must designate such persons as additional users. You and each user associated with your account must provide TMG with true and accurate information about

the user and keep such information current. Each User is subject to the limitations set forth in these Terms of Use.

- TMG is not responsible for verifying the validity of any user's authorization, nor is it responsible for the validity of any authentication of such user. If TMG is not certain that a user has been authenticated, TMG may, in its sole discretion, deny that user access to the TMG Services.

Logging into your account

TMG provides each customer with a username and password that are used to log into their account. These credentials may not be used by more than one person.

If you designate more than one user, each user will be provided with separate credentials. You and each user are responsible for maintaining the confidentiality of all credentials associated with your account. You must promptly notify TMG of:

- Any disclosure, loss, or unauthorized use of login credentials
- If the user leaves your organization
- The user's role within your organization changes
- If the user's privileges are terminated.

Customer Data

If you upload a data set, your data and the processing of that data must comply with these Terms of Use and applicable law. All right, title, and interest in and to the Customer Data belongs to you or to third parties (including users, individuals, and organizations). TMG has no rights in such data, whether uploaded by the Customer or provided by TMG on the TMG Services. By uploading Customer Data, Customer authorizes TMG to process Customer Data. You are responsible for ensuring that

- You or any user associated with your account violates the terms of these Terms of Use or TMG's rights, the rights of other customers, users, individuals, or organizations, is harmful (e.g., viruses, worms, malware, and other destructive code), offensive, threatening, abusive, tortious, defamatory, indecent, You will not create, transmit, display, or provide any Customer Data that is obscene, invasive of another's privacy, expresses hatred, or contains any other unlawful activity.
- You and all users associated with your account shall have the necessary rights to use your data.
- Accuracy is not guaranteed.

No Warranty of Accuracy

TMG strongly encourages you to think carefully about what you transmit, submit, or post through the TMG Services.

All information contained in Customer Data is the sole responsibility of the individual from whom the Customer Data originated. In other words, you are entirely responsible for all Customer Data that you upload, post, transmit, or otherwise provide through the TMG Services.

Illegal Customer Data

TMG is under no obligation to pre-screen, monitor, or filter Customer Data or Customer processing for the purpose of detecting data of an illegal nature. However, in the event that illegal Customer Data or acts of its illegal processing are discovered or brought to TMG's attention, or if there is reason to believe that certain Customer Data is illegal, TMG reserves the right to

- Inform the customer about the illegal customer data
- Refuse publication of the data on a website or application
- To require that illegal customer data be brought into compliance with these Terms of Use and applicable law
- Temporarily or permanently remove, restrict access to, or delete any unlawful Customer Data from any website or account
- To remove such Customer Data at any time, with or without prior notice, if TMG believes, in its sole discretion, that the Customer Data violates any applicable law, rule, or regulation or these Terms of use.

Mandatory Disclosure

TMG may disclose your confidential information to the extent compelled by law. In such cases, TMG will use commercially reasonable efforts to provide you with advance notice of the mandatory disclosure (to the extent legally permitted). If you wish to contest the disclosure, please provide reasonable assistance at your expense.

If TMG is compelled by law to disclose your confidential information as part of a legal proceeding and you do not object to the disclosure, you will compensate TMG for its reasonable costs incurred in compiling and providing secure access to that confidential information.

Services

Use of TMG Services. Subject to these Terms of Use and payment of applicable service fees, TMG grants to you and your authorized users a non-exclusive, non-transferable, non-sublicensable license and authorization to use the TMG Services for the following purposes:

- Collect, store, and organize customer data (e.g., add new individuals or organizations, generate reports based on customer data, add products for sale to individuals or organizations, add and authorize new users, assign activities to specific users)
- Modifying and deleting customer data
- Customize standard features of TMG services
- Providing reasonable support and guidance on the use of TMG Services

Technical Support

TMG will provide reasonable technical support to you and your authorized users upon your reasonable request, and TMG will respond to your support inquiries as soon as possible using the contact information provided below. Inquiries from customers or users who have accepted these Terms of Use but do not have an account may not be answered promptly.

Support inquiries can be submitted through our [Contact Us](#) page.

Changes in Service

TMG reserves the right to change the TMG service or any part or element thereof over time without prior notice. This includes, but is not limited to:

- Re-branding of the TMG Services (at TMG's sole discretion)
- Temporary or permanent cessation of provision or development of any portion or element of a particular TMG service or platform
- Any action necessary to protect TMG's rights against the use of the TMG Services or the distribution of Internet viruses, worms, Trojan horses, malware, or other destructive or illegal activities that could reasonably be construed as infringement of TMG's intellectual property rights

If you do not accept the changes, you must notify TMG. Your continued use of the TMG service or any part or element thereof after the effective date of the changes indicates your acceptance of the changes. tmg shall have no liability to you or any third party with respect to any modification, suspension, or termination of the tmg service or any part thereof.

Job Advertisements

TMG may offer the service of delivering job advertisements through various channels, although additional fees may apply.

All fees associated with job advertisements will be communicated to you by TMG during the order process.

TMG will use commercially reasonable efforts to deliver the advertisement through the channel(s) you select.

However, Customer should be aware that

- TMG has no control over the channels and cannot guarantee that your job ad will be delivered to or accepted by the relevant channels.
- Your job posting will be viewed by potential job seekers.
- TMG may employ third parties to deliver your job ads, and such third parties are considered part of TMG's distribution channels.
- Such third parties are not obligated to use or display job ads and may reject job ads for any reason, regardless of your plan. TMG is not obligated to use or display the job ads of any of the above third parties and may reject job ads for any reason, regardless of your plan, even if you have paid for premium job advertising.
- TMG is not responsible for job ads that are rejected or not posted. You shall have no right to claim a refund from TMG.
- TMG will not refund any funds deposited for a job posting.
- By submitting a job posting, you authorize TMG to distribute your advertisement.
- TMG makes no guarantee as to the quality or quantity you will receive as a result of your job posting. The selection and interviewing of candidates for employment is the sole responsibility of the client.
- Background checks and information verification of candidates are also the responsibility of the client.

You understand and accept full responsibility for

- Comply with all applicable laws and regulations, including, but not limited to, labor and employment and anti-discrimination laws.
- for any liability or claims related to the publication of your job posting or any materials accessible by third parties through your job posting.
- TMG and its subsidiaries from any claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of any breach of this Section or any breach by a third party of the Additional Services Policy when you distribute a job posting through a service provided by a third party, You agree to indemnify and hold harmless TMG and its subsidiaries, officers, directors, employees and agents from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of any breach of this Additional Services Policy by you or any third party.
- If requested by a third party to distribute your job posting, you agree to such third party's additional service policies applicable to such service.
- You are responsible for your own investigation of such third party service policies.
- You agree not to post or promote any job posting that: contains inaccurate, spammy, false, misleading, or offensive information or hidden keywords; or sells or advertises services.

Data Processing Agreement

As a data controller, TMG provides a platform that allows you to collect, store, and organize personal data of data subjects as determined by you. The Platform is designed to function as a recruitment software tool, but to the extent not specified in these Terms of Use, the Customer determines how the Platform is used. The level of data usage is related to the package you have signed up for and is subject to restrictions.

TMG will process Customer's data until the TMG Services are terminated in accordance with these Terms of Use. If you wish to resume TMG services after termination, TMG will store your data for a period of six (6) months. By default, TMG does not provide data extraction or export solutions.

Rights and Obligations of the Parties

TMG guarantees that persons authorized to process personal data are bound to confidentiality or are under an appropriate obligation of confidentiality; TMG will provide the controller with all information necessary to prove compliance with that obligation and permit audits, including inspections, carried out or required by you as the data controller, TMG undertakes to contribute to this. This will be provided at the Customer's expense.

Restrictions

Prohibited Conduct. Customer and its authorized users may use the TMG Services and any or all of the TMG Services only to the extent, by the means, and for the purposes set forth in these Terms of Use and applicable law. By way of example, neither you nor any user may

Use the TMG Services, or any part or all of them, to commit a crime, violate any applicable law, or induce or solicit others to commit such illegal acts;

reproduce, copy, distribute, distribute, modify, adapt, hack, create derivative works from, reverse engineer, or disassemble the TMG Services or any part or element thereof, or attempt to extract its

source code, (i) where expressly permitted by applicable law; and (ii) to the extent that TMG is not permitted by applicable law to exclude or limit these rights;

Use the TMG Services or any part or element thereof without consent to these Terms.

Use of TMG's Consent Required. You or any user shall not, without TMG's prior express written consent (e.g., email, WhatsApp, LINE, Skype, etc.):

Sell, resell, lease, license, sublicense, distribute, offer, disclose, divulge, misappropriate, or otherwise grant access to all or any part of the TMG Services to any third party;

Use the TMG Services, or any or all of the TMG Services, in any manner, by any means or for any purpose other than the purpose for which the functionality was created

Use the TMG Services, or any part or all of the TMG Services, by any program that automatically sends inquiries or requests, unless provided by TMG;

Privacy

TMG respects the privacy of its customers and users. Please read this Privacy Policy carefully as it governs TMG's collection, use, and disclosure of your or your user's personal information.

Intellectual Property Rights

TMG's intellectual property rights in and to the TMG Services, the TMG Materials (including the visual interface, graphics, design, systems, methods, information, computer code, software, services, "look and feel," configuration, content TMG Services, TMG and TMG's trade names and trademarks, and all or any part thereof, are owned and operated exclusively by TMG and TMG's third-party vendors and hosting partners. and are protected by copyright laws, trade dress laws, patent laws, trade secret laws, trademark laws, international treaties, and other intellectual property and proprietary rights laws.

TMG, its affiliates and licensors retain all right, title and interest in and to such TMG Services, TMG Materials, TMG and TMG trade names and trademarks, and any and all parts or elements thereof.

Your use of the TMG Services, the TMG Materials, and any or all of the TMG Materials does not grant you any ownership or intellectual property rights therein, and no commercial or promotional distribution, publication, or use of the TMG Materials is permitted without the express prior written permission of TMG or the applicable rights holder. TMG reserves all rights not expressly granted in these Terms of Use in and to the TMG Services, the TMG Materials, and TMG's trade names and trademarks.

Content Owned by TMG

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publish any Content or any information obtained or derived therefrom except as permitted on or through the TMG Services or as permitted by applicable law.

Customer Data

You are solely responsible for your Customer Data and the consequences of posting, copying or publishing it on or through the TMG Services. With respect to Customer Data, Customer acknowledges, represents and warrants that

- Customer has all necessary patent, trademark, copyright, trade secret, and other proprietary rights, and licenses and rights to grant the foregoing rights and licenses, necessary for TMG to display or otherwise use Customer's Customer Data in a manner consistent with the intended function of the TMG Services and these Terms and Conditions, You acknowledge, represent and warrant that you own, or TMG owns, all necessary licenses, rights, consents and permissions for TMG to display or otherwise use your Customer Data.
- Customer Data, TMG's or TMG Licensee's use of such Customer Data in accordance with these Terms of Use, and TMG's or TMG Licensee's exercise of the foregoing license rights, does not and will not violate any of the following: (a) any copyright, trademark, patent, trade secret, moral right, right of privacy, right of publicity, or right of publicity (a) infringes, violates, or misappropriates the rights of any third party, including copyrights, trademarks, patents, trade secrets, moral rights, rights of privacy, rights of publicity, or any other intellectual property or proprietary rights; or (c) except as otherwise agreed by you and TMG, does not violate or misappropriate the rights of any third party if you choose to have TMG perform TMG Services, or to exercise any rights granted to you under these Terms. (c) require TMG to obtain a license from a third party or for TMG to pay a fee or royalty to a third party in order to exercise

Third Party Sites, Products and Services

TMG's services may contain links to other websites and services ("Linked Sites") for your convenience. TMG does not endorse the Linked Sites or any information, materials, products, services, or the like contained on the Linked Sites unless otherwise expressly stated. TMG makes no express or implied warranties regarding the information, products, or services contained on the Linked Sites.

your access to and use of any linked site, including any information, materials, products, or services contained on a linked site, is at your own risk.

Disclaimer; No Warranties

Unless otherwise expressly stated by tmg, the tmg services, the tmg materials, and any content, services, or features made available in connection with or through the tmg services are provided "as is" and "as available" without warranty of any kind, express or implied. provided "as is" and "as available" without warranty of any kind, either express or implied. to the fullest extent permissible pursuant to applicable law, tmg and its affiliates disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary rights, accuracy, and reliability. unless otherwise expressly stated by j.j.s. j.j.s. and its affiliates do not warrant that the j.j.s. service and any content, customer data services, or functions available with or through the j.j.s. service will be uninterrupted or error-free, that defects will be corrected, or that the j.j.s. service and the j.j.s. service will be free of errors or

defects in any way. TMG and its affiliates do not warrant that the Platform, the TMG Services, or any content, customer data, services, or functionality available with or through the J.J.S. Services, or the servers that make them available, are free of viruses or other harmful components. company does not warrant or make any representations regarding the use or the results of the use of the platform, the tmg services, the tmg materials or linked sites in terms of their correctness, accuracy, reliability, or otherwise.

Indemnification

You agree to indemnify and hold TMG, its affiliates and/or third parties harmless from and against any claims, losses, damages, and liabilities, including attorneys' fees, arising out of your use or misuse of the TMG Services, the TMG Materials, your representations to TMG, its affiliates and/or third parties, your breach of these Terms of Use, your violation of any rights of another person or entity, or your breach of the foregoing representations, warranties, and covenants, and TMG reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you against TMG, and you agrees to cooperate in the defense of these claims.

Limitation of Liability

TMG shall not be liable to you or any user for any consequences resulting from

- changes or errors in these Terms and Conditions, fee calculations and rates, the TMG Services, the TMG Materials, or any part or element thereof (including, without limitation, accounts); permanent or temporary suspension, discontinuance, suspension or other unavailability of the TMG Services or TMG Materials
- deletion, corruption, or failure to store customer data;
- deletion, corruption, or failure to store customer data
- the use of Customer Data by you or any user associated with your account; - the use of Customer Data by you or any user associated with your account
- upgrading or downgrading your current plan; - upgrading or downgrading your current plan
- disclosure, loss, or unauthorized use of your or an authorized user's login credentials due to your failure to maintain the confidentiality of your login credentials
- Use of your account or TMG services through any browser other than a browser approved or supported by TMG;
- Use of TMG services through a browser other than a TMG-authorized or supported browser
- the application of any remedies that TMG may have against you or any Authorized User, including, but not limited to, if you commit a crime or violate any applicable law by using TMG's services or any or all of them;
- the use of TMG's services in violation of any applicable law;
- the use of TMG's services in violation of any applicable law
- differences in the technology or platform used to access, for example, if certain features, functions, portions or elements of the TMG Services are designed for use on a personal computer or laptop and will not function on a mobile platform or tablet;
- TMG's application of any remedy described in these Terms of Use, even if the reasonable cause or legal basis for such remedy is subsequently found to be unfounded or invalid.
- In addition, neither TMG nor any of its affiliates shall be liable to you for any claim by any Subscriber, person, organization or third party against you arising out of your failure to
- Provide TMG with accurate information about you, your users, or your account

- your providing TMG with accurate information about you, your users, or your account;
- your providing TMG with accurate information about you, your users, or your account
- provide products that TMG has agreed to provide to such person or entity (whether such failure is the result of TMG's negligence, a breach of these Terms of Use, or otherwise);
- ensure the legality of customer data;
- ensure that TMG has the necessary information to provide the products that TMG has agreed to provide to such person or entity
- Ensuring the legality of customer data;
- obtaining the necessary rights to use the Customer Data; - obtaining the necessary rights to use the Customer Data comply with the limitations described in these Terms of Use.

Limitation of Liability. in no event shall the aggregate liability of tmg and its affiliates arising out of or relating to these terms of use exceed the total amount paid by you under these terms of use for the tmg services giving rise to the liability within six months after the first incident giving rise to the liability. the foregoing limitation applies regardless of whether the action is in contract or tort and regardless of the theory of liability, but shall not limit customer's payment obligations under the "payment" to which customer has agreed.

Exclusion of Consequential and Related Damages. in no event shall either party or its affiliates be liable for any lost profits, revenue, goodwill, or any indirect, special, incidental, consequential, compensatory, business interruption, or punitive damages arising out of or related to these terms of use, whether the action is based on contract or tort and regardless of theories of liability, and even if a party or its affiliates have been advised of the possibility of such damages, or even if a party's or its affiliates' remedies fail of their essential purpose. the foregoing disclaimer shall not apply to the extent prohibited by law.

Fees

Fees for accessing TMG Services are as set forth on the Website or on the invoice you receive.

Unless otherwise stated on the website or invoice, fees are due and payable by you at the beginning of each Term of Use or in the manner and in the currency stated on the website or invoice.

All fees are exclusive of any and all taxes or duties and are non-refundable and non-cancellable for any reason.

If you pay by credit or debit card:

You authorize us to charge all fees for your service plan to your credit card or bank account.

In addition, you authorize us to use third party providers to process payments and agree to disclose your payment information to such third parties as necessary.

You shall be solely responsible for any bank fees charged by your bank, including any recurring payment fees associated with payments to TMG.

Termination

These Terms of Use may be terminated in the following circumstances

- You may terminate these Terms of Use at any time by cancelling the agreement within TMG;
- TMG may terminate these Terms of Use at any time by cancelling the agreement within TMG

- TMG decides to terminate the provision of the TMG Services and close the Platform;
- If liquidation or bankruptcy proceedings are commenced against the other party, or a negotiated settlement is reached with the other party's creditors, or an assignment is made in favor of the other party for the benefit of its creditors; or
- These Terms of Use may be terminated for default by written notice to the other party as set forth in the section entitled "Notice" below:
- If the other party breaches these TOS and the breach is not remedied within thirty (30) days after receipt of notice from the non-breaching party, the TOS may be terminated by either party; or immediately by either party if the other party breaches any of its obligations under the "Intellectual Property Rights" and "Indemnification" sections of these Terms of Use.

Upon termination of these TOS, TMG shall terminate your account, and TMG shall comply with your request for early account termination within two (2) months from the date of receipt of such request: (i) to terminate your use of the TMG Services, including the Platform (ii) pay any amounts owed to TMG under these Terms of Use; and (iii) release you from any liability you may have incurred under these Terms of Use prior to the termination of these Terms of Use.

The relevant provisions of these TOS shall survive termination of these TOS.

Remedies

TMG may have the same or similar remedies against any other person using the TMG Services in violation of these Terms of Use if these Terms of Use are terminated as a result of an uncorrected breach by you or any user.

Notwithstanding the foregoing, TMG may apply any other remedies available under applicable law. The application of any remedy may result in the Client or Subscriber's inability to access the TMG Services or the loss of certain features, functions, portions or elements of the TMG Services.

If TMG has reasonable grounds to believe that use of the TMG Services, including your or your Subscriber's account, may cause harm to third parties, TMG reserves the right to take appropriate measures within its control to prevent, deter or eliminate such harm to the extent possible in order to protect such third parties. TMG reserves the right to take appropriate measures under TMG's control to prevent, deter, and remove such harm to the extent possible in order to protect such third parties.

Governing Law and Jurisdiction

These Terms of Use (and any other rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of Japan, and the Yokohama District Court shall have sole jurisdiction.

Miscellaneous

The parties act only as independent contractors. Nothing in these Terms of Use shall be construed as creating any agency, partnership, joint venture, fiduciary duty, or other legal relationship between you and TMG, and you make no representation to the contrary, whether express, implied, in appearance, or otherwise. These Terms of Use are not intended to inure to the benefit of any third party.

Individual Application

If any term, condition, or provision of these Terms of Use is held to be invalid, unenforceable, or illegal, in whole or in part, for any reason, that provision shall be enforced to the maximum extent permissible to effect the intent of the parties. The validity and enforceability of any remaining terms, conditions, or provisions, or any part thereof, shall remain unaffected.

Assignment

You may not assign or transfer, directly or indirectly, or by operation of law or otherwise, these Terms of Use, in whole or in part, or delegate any rights or obligations under these Terms of Use, without the prior written consent of TMG.

Any attempted assignment, transfer or delegation without such prior written consent shall be void and unenforceable. (1) in connection with a merger, reorganization, assignment, sale of assets or product lines, or change of control or ownership of you or your assignee or transferee; or (2) with an entity under common control with you or your assignee or transferee.

No Waiver

The failure of either party to exercise or enforce any provision or right of these Terms of Use shall not be deemed a waiver of future enforcement of that or any other provision or right.

NOTICE

Except as otherwise provided in these Terms of Use, all notices relating to these Terms of Use shall be in writing by e-mail and shall be effective when sent to the e-mail address of you or your agent provided to TMG.