#### Terms of Service for EXPO2025Visitors

The Japan Association for the 2025 World Exposition (hereinafter referred to as the "Association") hereby establishes the following terms and conditions (hereinafter referred to as the "Terms") regarding the use of the smartphone application and website provided by the Association under the name "EXPO2025 Visitors" (hereinafter referred to as the "Service"). Customers who use the Service (hereinafter referred to as "Customers") are requested to read these Terms carefully before using the Service. If a Customer commences the use of the Service, the Association shall deem that the Customer has understood and agreed to these Terms.

## Article 1: Use of the Service

- When a Customer logs in to the Service using an Expo ID, the Customer may link the Service with other Expo-related services and apps.
- The handling of Expo IDs shall be governed by the Expo ID Terms of Use and other applicable terms.

### **Article 2: Intellectual Property Rights**

- The copyright and all other intellectual property rights regarding the Service and the information provided by the Association through the Service (hereinafter referred to as the "Content") shall belong to the Association or a third party with legitimate authority.
- 2. Except as permitted by the Copyright Act and other applicable laws, the Customer shall not translate, edit, modify, or otherwise use the Content, or allow a third party to use or publish it, without the permission of the Association or the third party set forth

in the preceding paragraph.

## **Article 3: Prohibited Acts**

The Association prohibits Customers from engaging in any of the following acts when using the Service:

- (i) Acts that violate any law, court judgment, ruling or order, or any administrative measure that is legally binding, and acts that encourage such acts;
- (ii) Acts of fraud or coercion against the Association, other Customers or third parties;
- (iii) Acts that are against public policy;
- (iv) Acts that infringe upon the intellectual property rights, trade secrets, shared data with limited access, portrait rights, privacy, honour or other rights or interests of the Association, other Customers or third parties (including acts that directly or indirectly raise such infringement);
- (v) Acts that may damage the credibility of the Association or the Service;
- (vi) Acts that obstruct or disrupt the operation of the Service or related networks or systems;
- (vii) Acts of disassembling, decompiling, or reverse engineering the Service or the Content;
- (viii)Other acts that the Association deems to be inappropriate.

# **Article 4: Personal Information**

When the Association obtains personal information from a Customer in connection with the use of the Service, the Association shall handle such personal information appropriately in accordance with its privacy policy.

#### **Article 5: Suspension of Service**

If a customer violates or is likely to violate these Terms, the Association may suspend all or part of the Customer's use of the Service.

### Article 6: Changes to the Service

The Association may change, discontinue, suspend or terminate all or part of the Service or the Content at any time for any reason without prior notice.

# Article 7: Disclaimer

The Association shall be exempt from liability only if it is objectively recognised that the following cases are due to grounds not attributable to the Association:

- (i) The Association shall not be liable for any damages whatsoever incurred by the Customer due to the use of the Service or the inability to use the Service, regardless of the reason.
- (ii) The Association does not guarantee the operation of the Service or its compatibility with the Customer's terminal and shall not be liable to the Customer in any way.
- (iii) The Association does not guarantee the integrity, accuracy, legality, or usefulness of the Service or Content nor does it guarantee the accuracy, validity, legality, or usefulness of any information obtained through the use of the Service or the Content and shall not be liable to the Customer in any way.
- (iv) The Association shall not be liable for any damages caused by a decrease in the display speed of the Service or any other failure due to excessive access or other unexpected causes.

(v) The Association shall not be liable for any damages caused by the suspension of use of the Service or any change, discontinuation, suspension or termination of the Service or the Content.

## Article 8: Liability for Damages

If the Association is liable to the Customer for damages or other legal liability in connection with the Service, the Association shall be liable only for compensation for direct and ordinary damages actually incurred by the Customer. However, this shall not apply if the Association caused the damages intentionally or by gross negligence.

## Article 9: Amendments to these Terms

- In the following cases, the Association may, by amending these Terms, modify these Terms without making separate agreements with each of the Customers and deem that the Customer has agreed to the terms of the amended Terms:
- (i) If the amendment of these Terms conforms to the general interest of the Customers; or
- (ii) If the amendment of these Terms does not run afoul of the purpose of these Terms, and it is reasonable in light of the circumstances concerning the amendment such as the necessity for the amendment and the appropriateness of the of the details of the amended conditions.
- 2. The Association shall specify the time when the amendment takes effect, and shall publish on the Service the intention to amend these Terms, the details of the amended conditions, and the time when the amendment takes place. In the case of the preceding paragraph (ii), the notice shall be published by the time when

the amendment takes effect.

 If a Customer uses the Service after the amended Terms become effective, the Customer shall be deemed to have agreed to the amended Terms.

#### **Article 10: Export Controls**

- 1. In using the Service and the technology used in the Service (hereinafter referred to as the "Service, etc."), the Customer shall recognise that the Service, etc. may be subject to export controls under the Foreign Exchange and Foreign Trade Act and other Japanese export-related laws and regulations, as well as the U.S. Export Administration Regulations, and may fall under the category of items subject to export controls of other countries, and shall comply with these laws and regulations. In addition, the Customer shall not transfer, export or re-export the Service, etc. to any company, resident, or national of an embargoed country or a country subject to trade sanctions, or to any person or company subject to a trade prohibition, without the appropriate government authorisation.
- The Customer shall not use the Service, etc. for the development, manufacture or use of weapons of mass destruction, including nuclear weapons, or conventional weapons set forth in the Foreign Exchange and Foreign Trade Act and other Japanese export-related laws and regulations.

# Article 11: Governing Law

- 1. These Terms shall be governed by and construed in accordance with the laws of Japan.
- 2. These Terms are written in Japanese. Although the Association may provide the

Customer with a translation of these Terms into other languages, in the event of any inconsistency between the Japanese version and the translated version of these Terms, the Japanese version shall prevail.

# Article 12: Exclusive Jurisdiction

In the event of any dispute arising between the Customer and the Association in connection with or arising out of these Terms, the Osaka District Court shall be the exclusive court of the first instance.

# Supplementary Provisions

These Terms shall come into effect on 18 September 2024.