

## Yaaay General Terms and Conditions of Use

These General Terms and Conditions of Use (hereinafter referred to as the "General Terms and Conditions") set forth the general terms and conditions for providing the Services, and the rights and obligations between the Company and the Users of the Services. The User shall use the Services after agreeing to the entire General Terms and Conditions.

### **1. Applicability**

- (a) The General Terms and Conditions shall apply to all aspects of the relationship between the User and the Company relating to the Services.
- (b) Any rules for use of the Services posted on the Website shall constitute an integral part of the General Terms and Conditions.
- (c) If there is any conflict between the General Terms and Conditions and any other description of the Services not provided for herein including the rules set forth in the preceding paragraph, the General Terms and Conditions shall prevail, unless the Company clearly states that the description prevails otherwise.

### **2. Definitions**

In the General Terms and Conditions, the following words and expressions shall, unless the context otherwise requires, have the following meaning and be applicable to both the singular and plural forms:

- (i) "Service Agreement" means the General Terms and Conditions and any other agreements relating to the Services to be executed between the Company and the User relating to the Services.
- (ii) "Intellectual Property Right" means a patent right, a right to obtain a patent, a utility model right, a right to obtain utility model registration, a design right, a right to obtain design registration, a copyright (including but not limited to rights provided in the Article 27 and Article 28 of the Copyright Act), a trademark right, a right pertaining to technical information, a right pertaining to commercial information, any other intellectual-property-related right that is stipulated by laws and regulations or right pertaining to a legally protected interest.
- (iii) "Posted Data" means any content, including but not limited to text, images, movies, data files, animation and other data that is transmitted or received by using the Service.
- (iv) "Company" means Zenken Corporation.
- (v) "Website" means such website as may be from time to time operated by the

Company, whose domain name is <https://yaaay.jp/> (if such website's domain name or content has been modified for any reasons, such modified website shall be included.).

(vi) "User" means any person or entity that uses the Services pursuant to Article 3.

(vii) "Services" means all or part of the following services provided by the Company and the services incidental thereto:

- Services to support job seeking activities, etc. through the Website;
- Other Services to be specified by the Company from time to time.

### **3. Registration**

(a) A person wishing to use the Services (a "Candidate") shall apply to the Company for registration to use the Services by agreeing to comply with the General Terms and Conditions and providing certain information as specified by the Company (the "Registration Information") in accordance with such manner as may be prescribed by the Company. The information added after registration as the Company instructs shall also constitute the Registration Information.

(b) The Company shall determine whether to register a Candidate who made an application pursuant to the preceding paragraph (an "Applicant") in accordance with the Company's criterion, and shall notify the Applicant of its approval, if the Company determines to do so. The Applicant's registration as a User shall be completed upon the notice by the Company pursuant to this paragraph.

(c) Upon completion of the registration pursuant to the preceding paragraph, the Service Agreement shall become effective between the User and the Company, and the User may commence to use the Services in accordance with the General Terms and Conditions. Provided, however, that if a Candidate commences to use the Services before completion of the registration pursuant to the preceding paragraph, the Candidate shall be deemed to have agreed to the General Terms and Conditions at the time of commencement of the use, and the General Terms and Conditions shall apply to the Candidate.

(d) The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:

- (i) All or a part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;
- (ii) The Applicant is a minor, adult ward, person under curatorship or assistance, for which approval has not been obtained from such Applicant's legal representative, guardian, curator or assistant;
- (iii) The Applicant was determined by the Company to (I) constitute an organized crime group or a member thereof, rightist organization, anti-social force, or other

similar person or entity ("Antisocial Force"), (II) have any interaction or involvement with an Antisocial Force, or (III) assist or be involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;

(iv) The Applicant was determined to have been in violation of any agreements with the Company, or to have involvement with a defaulting party of any such agreements;

(v) The Applicant has suffered any of the measures under Article 8; or

(vi) There is another event that the Company deems the registration inappropriate.

(e) The User shall notify the Company of any change to the Registration Information without delay in accordance with such manner as prescribed by the Company.

#### **4. Preparation of Environment of Use**

(a) The User shall prepare terminals, software, communication tools and the like necessary to use the Services with their own cost and in their responsibility, and connect and operate them properly.

(b) The User shall take countermeasures for security including prevention of infection of computer viruses, prevention of improper accesses and leakage of information based on the User's environment of use.

(c) The Company in no event will have any involvement regarding the User's environment of use at all or shall not be liable at all.

#### **5. Password and User ID Management**

(a) The User shall be responsible for keeping and maintaining their password and user ID for the Services in an appropriate manner, and may not cause third parties to use, provide, transfer, change the name of, sell or otherwise dispose of, etc., their password and user ID.

(b) The User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use of the User's password or user ID by third parties.

#### **6. Charge**

The Services will be available free of charge by the User. However, the fee is subject to changes at the sole discretion of the Company.

#### **7. Prohibited Actions**

(1) acts that violate any laws or regulations or that are associated with criminal activity;

(2) acts that defraud or threaten the Company, other users or third parties;

(3) acts against public order and good morals;

- (4) acts that infringe any Intellectual Property Right, portrait rights, privacy rights, reputation or other rights or profit of the Company, other users or third parties;
- (5) acts to transmit to other users, through the Services, any of the following or any transmissions that the Company determines includes under any of the following:
- excessively violent or cruel content;
  - computer viruses or other hazardous computer programs;
  - content that damage the reputation or the credit of the Company, other users or third parties;
  - excessively indecent content;
  - content that encourages discrimination;
  - content that encourages suicide or self-mutilation;
  - content that encourages drug abuse;
  - antisocial content;
  - content for the purpose of disbursing information, such as chain mails;
  - content that causes uncomfortable feelings to third parties;
  - content for the purpose of encountering unacquainted persons of the other sexes or based on the User's sexual orientation;
- (6) acts that place an excessive burden on the network or system of the Services;
- (7) acts that threaten to interrupt the operation of the Services;
- (8) acts to access or attempt to access the system or network of the Services improperly;
- (9) acts to transmit, post, distribute, store or destroy material, including without limitation the content of the Website, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of the Company's privacy policy;
- (10) acts to use any device to navigate or search any of the Website other than the tools available on the Website, generally available third party web browsers, or other tools approved by the Company;
- (11) acts to use any data mining, robots or similar data gathering or extraction methods;
- (12) acts to violate or attempt to violate the security of the Website including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (13) acts to aggregate, copy or duplicate in any manner any of the Website or information available from the Website, including expired job ads, other than as permitted by the Company;
- (14) acts to defer any contact from an employer or other third parties;
- (15) acts to post or submit to any of the Website any incomplete, false or inaccurate

biographical information or information which is not the User's own;

(16) acts to attempt to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any of the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing";

(17) acts to post content that contains restricted or password-only access pages, or hidden pages or images;

(18) acts to impersonate third parties;

(19) acts to use the user ID or password of other users of the Service;

(20) acts to post any resume or the Registration Information or apply for any job on behalf of another party;

(21) acts of exploitation, advertisement, soliciting or marketing without the Company's prior consent;

(22) acts to collect information of other users of the Services;

(23) acts that cause disadvantage, damage or uncomfortable feelings to other users of the Services or third parties;

(24) acts that violate the rules for use of the Services posted on the Website;

(25) acts to provide Antisocial Force with profit;

(26) acts that are intended to encounter unacquainted persons of the other sexes or based on the User's sexual orientation;

(27) acts that, directly or indirectly, evoke or facilitate acts listed in the preceding items; or

(28) other acts that the Company determines to be inappropriate.

## **8. Countermeasures against Violating Actions**

(a) If the Company finds that the User violates the General Terms and Conditions or the like, or if the Company finds that it is necessary, the Company may implement the following measures against the said User, provided, however, that the Company shall have no obligation to do so.

(i) Stopping the actions violating the General Terms and Conditions or the like or asking to refrain from repeating the same actions;

(ii) Asking for voluntary correction of the Posted Data;

(iii) Deleting the User's registration to the Services, all or a part of the Posted Data, changing the scope of publication, or putting them in the state where no one can view them;

(iv) Disclosing the facts of violations inside or outside the Services (including reports to the police or other governmental agencies when such facts may fall upon criminal cases or the like);

- (v) Stopping the use of the Services temporarily; or
- (vi) Canceling agreements (including but not limited to the Service Agreement) relating to the use of the Services.
- (b) Under no circumstances shall the Company be liable for any disadvantages or damages incurred by the User arising out of any measures taken by the Company pursuant to the preceding paragraph.
- (c) The User shall not challenge or dispute the Company's countermeasures pursuant to the General Terms and Conditions against the actions or the like violating the General Terms and Conditions or the like.
- (d) If the User causes damage to the Company, the User shall be liable for all damages regardless of whether the Company takes the measures set forth in the paragraph(a).
- (e) The User will accept claim for compensation either directly or indirectly, if the User acts in any way against the General Terms and Conditions causing or potentially causing damage to the Company.

## **9. Suspension of the Services**

- (a) The Company shall be entitled to, without any advance notice to the User, suspend or discontinue the Services, in whole or in part, in the event that:
  - (i) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances;
  - (ii) Computers or communication lines have been disrupted due to an accident;
  - (iii) The Company becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damages, power blackout and other natural disasters; or
  - (iv) The Company determines that suspension or discontinuance is required for other reasons.
- (b) Under no circumstances shall the Company be liable for any damages incurred by the User arising out of any measures taken by the Company pursuant to this article.

## **10. Ownership of Rights**

- (a) Any and all Intellectual Property Right related to the Website and the Services are expressly reserved by the Company or the Company's licensor. Nothing contained herein shall be construed as granting to the User a license of the Intellectual Property Right owned by the Company or the Company's licensor.
- (b) The User hereby represents and warrants to the Company that it has lawful rights to post or otherwise transmit the Posted Data, and that the Posted Data so posted does not

infringe any third party's rights.

(c) The User hereby grants to the Company a worldwide, non-exclusive, royalty-free, and sub-licensable and transferrable license to use, reproduce, distribute, make, express and create derivative works of the Posted Data. Additionally, the User hereby grants to the other users including potential employers a non-exclusive license to use, reproduce, distribute, make, express and create derivative works of the Posted Data posted or otherwise transmitted by the User using the Services.

(d) The User hereby agrees not to exercise moral rights against the Company or any other person who succeeded to the same from the Company or a licensee thereof.

#### **11. Stop of Use of the Service**

(a) The User may stop using the Services in accordance with procedures specified by the Company. All rights of the User under the Service Agreement will be extinguished. However, any obligations or liabilities of the User that have already arisen or may arise in the future as a result of events that occurred prior to the stop of use of the Services will not be exonerated thereby.

(b) Treatment of the User information after the stop of use shall be subject to the provisions set forth in Article 16.

(c) The stop of use of the Services does not necessarily mean that any information provided by the User to the Company or any third parties regarding the Services or Posted Data will be deleted immediately, and the User agrees to this.

#### **12. Performance of Service**

The Company may subcontract the whole or part of the Services to any third party without the User's prior written consent. Provided, however, in the case of subcontract, the Company shall cause the subcontractor to comply with its obligations hereunder.

#### **13. Services Modification and Termination**

(a) The Company shall be entitled to at any time modify or terminate the Services in its own discretion. The Company shall notify in advance the User of any intended termination by the Company of the Services.

(b) The Company shall not be liable for any damages incurred by the User arising out of, or in connection with, any measures taken by the Company pursuant to this article.

#### **14. Disclaimer and Waiver of Warranties**

(a) THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (including but not limited to any representation or warranty (I) of fitness or suitability for a particular purpose contemplated by the User, (II) that the Services have expected functions, commercial value, accuracy, or usefulness, (III) that the use by the User of the Services complies with the laws and regulations applicable to the User or any internal rules established by industrial organizations, and (IV) that the Services will be free of interruption or defects).

(b) Under no circumstances shall the Company be liable for any damages incurred by the User arising out of discontinuance, suspension, termination, unavailability, or modification by the Company of the Services, cancellation or loss of messages or information transmitted by the User to the Services, deletion of the registration of the User, loss of Posted Data or failure of equipments through the use of the Services, or otherwise in connection with the Services (hereinafter, referred to as the "User Damages").

(c) If the Company is liable for some reason, regarding the User Damages, the Company's liability for damages shall not exceed the amount of the thing to be paid to the Company by the User in exchange for the use of the Service, if any, during prior 12 months (not applicable where no fees have been paid), or the Company shall not be liable for any incidental damages, indirect damages, special damages, future damages or damages regarding lost profits.

(d) The Company shall not in any way be liable for transactions, communications or disputes arising between the User and other users or third parties in connection with the Services or the Website. If the User receives complaints or disputes from potential employers, other users, or third parties through the use of the Service, the User shall promptly notify the Company of the details. Additionally, the User shall, at their own expense and responsibility, handle and resolve such complaints or disputes. Upon the Company's request, the User shall report the results to the Company based on the resolution.

## **15. Confidentiality**

The User shall not disclose to third parties any and all non-public information disclosed by the Company to the User for which the Company has imposed on the User a confidentiality obligation in connection with the Services, unless the User has obtained prior written approval from the Company.

## **16. Treatment of User Information**

(a) Treatment by the Company of the User's information shall be subject to the provisions of our Personal Information Protection Policy



(<https://www.zenken.co.jp/en/privacypolicy/>) and Cookie Policy, which are separately prescribed, and the User hereby agrees to treatment by the Company of the User's information subject to such Privacy Policy.

(b) The Company collects personal information provided by the User at the time of registration or the changing of the Registration Information for the following purposes, in addition to or more specifically for the purposes of use described in Personal Information Protection Policy.

- (i) For registration of the User, administrative procedures
- (ii) To communicate with the User and provide the Services
- (iii) To provide information to potential employers registered with the Services (through features that are currently or will be implemented in the future)
- (iv) To enable the Users to apply for jobs to potential employers through the Services or the Website
- (v) To allow potential employers to make initial contact to the User through the Services or the Website
- (vi) To analyze, improve and optimize the Services, and to develop new services
- (vii) To introduce the User to potential employers and affiliated job placement agents under the other services the Company provides other than Yaaay Services to maximize placement opportunities
- (viii) To provide information on the Company's events, seminars, etc., and to conduct operational management and public relations activities
- (ix) To distribute information such as e-mail newsletters, etc., and introduce other related services to the User
- (x) To conduct survey and to request the user to fill in questionnaires
- (xi) To receive and respond to inquiries and requests from the User and potential employers
- (xii) To perform maintenance and upkeep of the Services

(c) The Company may, in its sole discretion, use or make public any information or data provided by the User to the Company as statistical information in a form that cannot identify an individual, and the User may not challenge or dispute such use.

## **16-2. Viewing and Use of Usage History by the Company**

The User hereby agrees that, in providing the Service, the Company may handle the Registered Information, the history of sending and receiving messages between the User and potential employers (including but not limited to recruitment or scouting messages, opening of applications by the registered company, replies by the User to potential

employers, the details of reason for applying and other status of sending and receiving emails), and the content thereof, as well as other usage records, as stipulated in the following items.

(i) The Company may view and use within the necessary range for service improvement, including but not limited to understanding usage patterns.

(ii) The Company may view and use when urgently necessary for the maintenance of this service.

(iii) The Company may view when it reasonably determines that there is a possibility of engaging in prohibited acts.

(iv) The Company may view and disclose when obligated to disclose in accordance with the law.

(v) The Company may view and use when necessary to protect the life, body, or other important rights of job seekers or third parties.

(vi) The Company may view and disclose when there is a disclosure request from investigative agencies, courts, administrative agencies, etc.

(vii) The Company may view and disclose for the prevention of unauthorized access, misuse of information held by potential employers, other users, or third parties, prevention of misuse other than for recruitment purposes, and maintenance of order.

(viii) The Company may aggregate and analyze, create statistical data, etc., process it so that the subject cannot be identified, and use it without any restrictions, including but not limited to proposals to potential employers and third parties, market research, service improvement, development of new services.

(ix) The period of viewing, use and disclosure as provided in the preceding items may continue even after the User's termination of registration.

## **17. Amendments**

The company reserves the right to amend or change the General Terms and Conditions any time at its own discretion without prior notice to the User. The amended or changed General Terms and Conditions will be effective from the time displayed on the new General Terms and Conditions. If the User uses the Services after the point that the new General Terms and Conditions have come into operation, the User shall be deemed to have agreed to such amendment or change to the General Terms and Conditions.

## **18. Notice**

Any inquiries with respect to the Services or other communications or notices from the User to the Company, or other communications or notices from the Company to the User shall be

made in accordance with the procedures specified by the Company.

#### **19. Assignment**

(a) The User shall not assign, transfer, grant security interests in or otherwise dispose of their status under the Service Agreement or their rights or obligations under the General Terms and Conditions without the prior written consent of the Company.

(b) In cases where the Company has assigned the business regarding the Services to a third party, the Company may, as part of such assignment, assign to such third party its status under the Service Agreement, its rights and obligations under the General Terms and Conditions, and the Registration Information and other information relating to the User, and the User hereby agrees to such assignment in advance. For the purpose of this paragraph, the business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Company or any other form of restructuring of the Company that would result in a business transfer.

#### **20. Severability**

If any provision of the General Terms and Conditions or part thereof is held to be invalid or unenforceable under the Consumer Contract Act of Japan or other laws or regulations, the remaining provisions hereof shall remain in full force and effect.

#### **21. Governing Law and Jurisdiction**

(a) The General Terms and Conditions and the Service Agreement shall be governed by the laws of Japan.

(b) Any and all dispute arising out of or in connection with the General Terms and Conditions or the Service Agreement shall be submitted to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court in the First instance.

## Terms and Conditions of Yaaay

### 1. Applicability

- (a) The Terms and Conditions of Yaaay shall apply to all aspects of the relationship between the Yaaay User and the Company relating to the Yaaay Services.
- (b) The provisions herein shall constitute an integral part of the General Terms and Conditions.
- (c) If there is any conflict between the Terms and Conditions of Yaaay, the General Terms and Conditions and any other description of the Services not provided for herein, the Terms and Conditions of Yaaay shall prevail.
- (d) Any capitalized terms have the meaning set forth in the Terms and Conditions of Yaaay or in the General Terms and Conditions.

### 2. Definitions

In the Terms and Conditions of Yaaay, the following words and expressions shall, unless the context otherwise requires, have the following meaning and be applicable to both the singular and plural forms:

- (i) "Yaaay Services" means all or part of the following services provided by the Company for the Yaaay User through the Yaaay Website, which constitutes the Services and is specified in Article 4
- (ii) "Yaaay Website" means such website as may be from time to time operated by the Company under the name of "Yaaay", whose domain name is "https://yaaay.jp/" (if such website's domain name or content has been modified for any reasons, such modified website shall be included.).
- (iii) "Yaaay User" means any person or entity that uses the Yaaay Services pursuant to the procedure set forth in the Terms and Conditions of Yaaay and in the General Terms and Conditions.

### 3. Registration

A person wishing to use the Yaaay Services (a "Candidate") shall apply to the Company for registration to use the Yaaay Services by agreeing to comply herewith and providing certain information as specified by the Company (the "Registration Information") in accordance with such manner as may be prescribed by the Company and to consent to the Terms and Conditions of Yaaay and the General Terms and Conditions.

### 4. Yaaay Services

The Yaaay Services includes the following. The listed services and the content of the services may be added or eliminated in the future.

#### Yaaay Jobs

Yaaay Jobs is a service that allows job seekers to view and apply for jobs posted on the Yaaay Website, and it consists mainly of the following.

- Publication of job information on the Yaaay Website
- Scouting and recruiting for job seekers on the Yaaay Website by potential employers
- Application services for job seekers for jobs on the Yaaay Website
- Supporting job seeking or job changing activities (hereinafter referred to as "job seeking activities, etc."). The specific support will be determined by the Company based on the Yaaay User's wishes and situation, the state of the job search/career change market, and other circumstances.

#### Yaaay Agent

Yaaay Agent is a service in which the Company as a job placement agent selects and introduces job openings that seem to match the Yaaay User's career, skills, aptitude, and future aspirations, from the Yaaay Services' data and other resources.

### **5. Details of Yaaay Jobs**

(a) Yaaay Jobs the Company provides does not fall under the category of "employment placement" set forth in Paragraph 1 of Article 4 of the Employment Security Act.

(b) Scouting Function

(i) Yaaay Jobs involves the scouting function, through which potential employers send notifications or messages to the Yaaay User in order to give offer to or solicit the Yaaay User, by checking the Yaaay User's basic information and decide whether the Yaaay User meets their job requirements.

(ii) The information of the Yaaay User, which can be viewed and used by potential employers to use the scouting function as specified in the preceding paragraph, is anonymized information without any information that can be used to identify the Yaaay User such as name, e-mail address, telephone number, address and other contact information, except in cases where the Yaaay User inputs such personal information into fields designed solely for anonymized information.

(iii) To accept the scout, the Yaaay User must apply to the job posting attached to the scout message, which will initiate the selection process and thus allow potential employers to view the Registration information that the Yaaay User inputted.(iv)

The Company does not guarantee that there will be no malfunctions or errors in the provision of the scouting function.

(c) The Company provides commentary about the Yaaay User without including any personal information for reference. The Yaaay User is not authorized to see, edit, or request changes to the commentary.

## **6. Yaaay User's obligations**

(a) Yaaay Services may be used only by the Yaaay User seeking employment and/or career information and by potential employers seeking employees.

(b) the Yaaay User shall promptly notify the Company of any changes to the Registration Information or to the information they have provided to the Company regarding the Yaaay Services. The Yaaay User shall be liable for any and all damages incurred by the Yaaay User or any third parties (including other users, potential employers, or affiliated agents, and the same shall apply hereafter) as a result of the Yaaay User's failure to notify the Company of such changes.

(c) The Yaaay User shall upload as the Registration Information the copy of the Yaaay User's resume which contains up-to-date, complete, true and accurate biographical information of their own. Once their resume has been uploaded, the resume itself and the content of the links the Yaaay User attach therein shall be included in the terms the "Registration Information", the "Website" or the "Yaaay Website" where applicable, and are subject to the restrictions set forth in the Terms and Conditions of Yaaay and in the General Terms and Conditions.

(d) If the Yaaay User is inquired by the Company regarding the Registration Information or the information needed for the Yaaay Services, such as job search status, use of the Yaaay Services or other matters, the Yaaay User shall promptly respond to the Company in the manner instructed by the Company.

(e) If, as a result of using the Yaaay Services, the Yaaay User enters into an employment agreement (labor contract, employment contract, contract employee contract, temporary employee contract, part-time contract, contractor contract, outsourcing contract, mandate contract, quasi-mandate contract, etc., regardless of the name, length of contract period, or whether or not it is in writing, or any agreement between potential employers and the Yaaay User that includes the Yaaay User's promise to provide labor or services to the potential employers) with the potential employers which offers a position to the Yaaay User, the Yaaay User shall, where requested by the Company, promptly report to the Company together with the name of the potential employers and the (expected) date of joining the company.

(f) The Yaaay User shall ensure that the Registration Information or the information they

provide to the Company and other third parties regarding the Yaaay Services is accurate, truthful, complete and up-to-date at all times.

(g) If the Yaaay User causes damage to the Company in violation of the preceding paragraphs, the Company may demand compensation from the Yaaay User for such damage (including legal fees, the cost of any measures required to restore the Yaaay Services' image, and any other damages incurred by the Company).

## 7. Personal Information

(a) The Yaaay User's email address, entrusted to the Company as the Registration Information, shall be disclosed to the potential employers the Yaaay User has applied to, and the Yaaay User agrees to such disclosure.

(b) The Yaaay User's resume will be disclosed to and downloaded by the potential employers the Yaaay User has applied to, and the Yaaay User agrees to such disclosure and download.

(c) The Company will provide the following items of the Yaaay User's personal information to third parties for the following Yaaay Services.

### (i) Yaaay Jobs

Recipient	Potential employers to whom the Yaaay User has applied for positions
Purpose of provision of personal information	To provide job information services
Items of personal information to be provided	(i) Items of the Registration Information entered on the Yaaay Website (ii) The Yaaay User's resume
Means and methods of provision of personal information	(i) The information will be provided on behalf of the user through the user's own operation of the application screen on the Yaaay Website (ii) The Yaaay User's resume will be disclosed to and downloaded by the potential employers
Others	Notwithstanding the above, the potential employers which can utilize the scouting function are able to check the Yaaay User's anonymized information such as skills, work experience, current annual salary and education.

### (ii) Yaaay Agent

Recipient	Potential employers to whom the Yaaay
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	User has applied for positions
Purpose of provision of personal information	To provide recruiting and employment placement services
Items of personal information to be provided	(i) Items of the Registration Information entered on the Yaaay Website (ii) The Yaaay User's resume
Means and methods of provision of personal information	The information will be provided on behalf of the user either via an encrypted or otherwise confidential web system including talent management systems, by encrypted or otherwise confidential e-mails, or by encrypted or otherwise confidential file transfer services

## 8. Non-warranty

- (a) The Yaaay Services is a service to support the Yaaay User in their job seeking activities, etc., and does not guarantee the results the Yaaay User seeks therein.
- (b) The Yaaay User is solely responsible for their use of Yaaay Services, the information on the Yaaay Website (including advertisements) and any other information provided by the Company or any third parties, their interactions with such information, their application for jobs, their responses during the selection process, their confirmation of employment conditions with potential employers, their conclusion of employment contracts, and their other decisions and responses in their job seeking activities, etc.
- (c) In addition to the Registration Information at the time of registration, the Yaaay User is responsible for the content (including, but not limited to, accuracy, truthfulness, completeness and currency) of information provided to the Company or any third parties in connection with the use of the Yaaay Services. The Yaaay User shall be responsible for the storage and backup of all such information.
- (d) The Yaaay User is responsible for confirming the terms and conditions of employment and all related and incidental matters (including, but not limited to, the existence and content of the rules of employment, the nature and amount of work, and the work environment) before entering into an employment contract with potential employers at their own responsibility.
- (e) The Company shall not assume any obligation or responsibility to the Yaaay User for the results of their job seeking activities, etc., including, but not limited to, the Yaaay User's decisions and responses, the content, storage and backup of information, and the terms and



conditions of employment and other related and incidental matters.

(f) The Company shall not be liable for any information (including advertisements) on the Yaaay Website. The Company does not guarantee the accuracy, truthfulness, completeness, usefulness, or currency of any other information provided by the Company or any third parties.

(g) The Company does not guarantee that the Yaaay Website or any other infrastructure or systems used to provide the Yaaay Website will be free from defects, errors or other malfunctions, or that such defects or malfunctions will not occur in the future.

## **9. Disclaimer**

(a) The Company is not responsible for any damage (such as emotional distress, interruption of job searching process and other damage including financial loss) caused by registering and using the Yaaay Services.

(b) The Company is not responsible for how any third party handles personal information. After the Yaaay User's application has been made, the handling of personal information becomes the responsibility of each potential employers the Yaaay User applied to. The Company is not responsible for the scenarios, for instance, where the Yaaay User discloses their personal information by themselves to the potential employers they wish to apply for by using the Yaaay Services or other means, or where the Yaaay User applies to potential employers directly and disclose their personal information by themselves (such as sending resumes).

(c) The Company is not responsible for disclosing personal information if the Yaaay User was identified by chance from information other than personal identification information provided by the Yaaay User in one's profile.

(d) Information on third parties shown on the Yaaay Website (such as recruiting information, company information, the Registration Information, data, advertisements, graphics and links) are provided / disclosed at the responsibility of the said parties. The Company does not guarantee the accuracy of this information.

(e) Information provided by the Company may include some technical errors and typographical errors. While the Company strives to produce a fault-free system / service, the Company does not guarantee that the services are error / fault-free which may be of inconvenience to the Yaaay User.

(f) Some names of product, service and company, which are included in the information provided by the Company, are protected by trademarks and intellectual property rights. Reference to these trademarks by the Company does not mean that those trademarks are not protected by law. It does not mean that there is a commercial relationship with the Company

and the holders of those trademarks.

(g) Links embedded in the Yaaay Website may take you to websites operated by others. These linked sites are not under the control of the Company and the Company is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. The Company is providing these links only as a convenience to the Yaaay User, and the inclusion of any link does not imply endorsement by the Company of the site nor any commercial relationship with that site.

## **10. Amendments**

The Company reserves the right to amend or change the Terms and Conditions of Yaaay any time at its own discretion without prior notice to the Yaaay User. The amended or changed terms and conditions will be effective from the time displayed on the new Terms and Conditions of Yaaay. If the Yaaay User uses the Yaaay Services after the point that the new Terms and Conditions of Yaaay have come into operation, the Yaaay User shall be deemed to have agreed to such amendment or change thereto.

## **11. Others**

Matters not stipulated in these Terms and Conditions of Yaaay shall be governed by the General Terms and Conditions of Use.

Effective September 12th, 2022

Updated on January 30th, 2024