

(This document is an English translation of the original version for reference purposes only. The original version is written in the Japanese language.)

# VoiSona Terms of Use

## 1. Definitions

- (1) “Company” means Techno-Speech, Inc.
- (2) “Service” means the software or service(s) named “VoiSona” (including updated, upgraded and modified versions) provided by the Company.
- (3) “Terms” means the “VoiSona Terms of Use,” which sets forth the provisions Users must comply with in order to use the Service.
- (4) “User” means an individual or a legal entity who, in order to use the Service, registered as a User in accordance with the provisions in Article 4, after agreeing that the Terms shall apply to the use of the Service.
- (5) “ID, etc.” means the email address and password set by the User as the login ID during User registration.
- (6) “Original Rights Holder” means the party who grants license of intellectual property rights, etc., to the Company.
- (7) “Agreement” means the agreement between the Company and the User regarding the use of the Service, Voice Libraries, and Synthesized Voices.
- (8) “Subscription Agreement” means the agreement between the Company and the User during the Subscription Period for use of Additional Voice Libraries and Additional Functions.
- (9) “Activation” means the procedures prescribed by the Company to confirm and authenticate the validity of the User’s right of use based on the Terms.
- (10) “Voice Libraries” mean statistical model data and related parameters for creating Synthetic Voices on the Service.
- (11) “Default Voice Library” means the Voice Library that can be used for free.
- (12) “Additional Voice Library” means a Voice Library that can be used by paying a fixed price in advance as set forth by the Company in the fee schedule.
- (13) “Additional Function” means a function that can be added to the Service by paying a fixed price in advance as set forth by the Company in the fee schedule.
- (14) “Subscription Period” means the period of use of each Additional Function or Additional Library as set forth by the Company in the fee schedule.
- (15) “Synthesized Voice” means any audio output generated by using the Service and a Voice Library.
- (16) “Voice Guidelines” means the terms of use for Synthesized Voices set forth for each Voice Library, separate from the Terms.
- (17) “Intellectual Property Rights” means copyrights, patents, utility model rights, trademarks, design rights and other intellectual property rights (including the right to acquire or apply for registration, etc., of these rights).

## **2. Application of Terms**

- 1 The Terms shall set forth the contractual relationship between the Company and the User regarding the use of the Service provided by the Company.
- 2 The User shall use the Service in accordance with the Terms. If the User does not agree with the Terms, they cannot install or use the software provided by this Service.
- 3 If the User is a minor, the User shall obtain permission from their legal representative before using the Service.
- 4 The User shall agree that the Voice Guidelines apply to the User of the Service. If there is any conflict between the provisions of the Terms and the Voice Guidelines, the provisions of the Terms shall take precedence.

## **3. Changes in Terms**

- 1 The Company may change or add provisions to the Terms in the following cases:
  - (1) When the changes in or additions of provisions are in the general interest of the User;
  - (2) When the changes in or additions of provisions do not violate the purpose of the Agreement, and are rational in light of the need and reasonableness of the changes and the circumstances involved in the content of changes and other changes.
- 2 In changing the provisions pursuant to the preceding paragraph, the Company shall set the effective date of the amended Terms and give notice of the changes in Terms, the content of the changes, and the date they take effect using methods prescribed by the Company, such as posting the information on the Company's website.
- 3 When the User uses the Service after the effective date in the preceding paragraph, it shall be deemed that the User has agreed to the changes in or additions to the Terms.
- 4 If the Company changes or adds provisions to the Terms, fees and all other matters related to the Service shall be governed by the updated Terms.

## **4. User Registration**

- 1 An individual or legal entity who wishes to use the Service shall agree to the application of the Terms to the use of the Service, and then carry out User registration in accordance with procedures prescribed by the Company.
- 2 If the User is a minor, the User shall obtain permission from their legal representative before using the Service.
- 3 After User registration is complete, the Agreement shall be considered to be formed between the Company and the User.

## **5. Management of Login ID and Password**

- 1 The User shall bear responsibility for managing and maintaining their own ID, etc. The User shall not allow a third party to use the ID, etc., or lend, transfer or sell the ID, etc., to a third party.

- 2 The Company may treat all activities conducted with the ID, etc., as activities that have been conducted by the User themselves.
- 3 The User shall bear responsibility for damage incurred as a result of inadequate management or maintenance of ID, etc., or error in the use of ID, etc., or allowing a third party to use the ID, etc.
- 4 If the email address set as the login ID by the User changes, the User shall notify the Company in the manner prescribed by the Company.

## **6. Ownership of Rights**

All Intellectual Property Rights and other rights of the Service, Voice Libraries, and documents associated with the Service belong to the Company or the Original Rights Holder.

## **7. License**

- 1 The Company shall grant the User a non-exclusive, non-transferable, and non-sublicensable license to install the software provided by the Service, the right to use the Service, and the right to use the Default Voice Library on the Service, on the PC., etc., managed by the User during the Agreement's term of validity, on the condition that the User complies with the Terms, Voice Guidelines, and other laws and regulations.
- 2 The Company grants the User a non-exclusive, non-transferable, and non-sublicensable license to use Additional Functions and Additional Voice Libraries during the Subscription Period, on the condition that the User complies with the Terms, Voice Guidelines, and other laws and regulations.
- 3 (1) The Company grants the User a non-exclusive, non-transferable, and non-sublicensable license to use Synthesized Voices obtained by using the Service for commercial or non-commercial purposes, on the condition that the User complies with the Terms, Voice Guidelines, and other laws and regulations. In such a case, the fee for the Synthesized Voice in the Default Voice Library shall be free. For the Synthesized Voices in the Additional Voice Libraries, the fees shall be included in the Additional Voice Libraries fees.  
(Examples)
  - Using a part of a Synthesized Voice (including cut-ups and vocal chops of the Synthesized Voice) in the distribution of created music, sales of CDs of created music, and inclusion of created music in video games;
  - Using a part of a Synthesized Voice (including cut-ups and vocal chops of the Synthesized Voice) in the distribution of created video, sales of video, and inclusion of created video in video games;
  - Contracting of work for vocal track production for music and video works.
- (2) Regardless of the provisions of the preceding paragraph, if User uses a Synthesized Voice itself in the manner set forth in a. through c. below, they must get prior consent from the Company, regardless of whether the use is for-profit or non-profit or commercial or non-commercial. If the User uses a Synthesized Voice itself in the manner set forth in a. through c. below without prior consent from the Company, the Company may cancel User registration in accordance with Article 15, or demand that the User cease such use.

- a. Acts that assign or provide to a third party for a fee or free of charge electronic device, PC software, smartphone application, web service, etc., that incorporates a Synthesized Voice converted into stock content as a sound source;
- b. Acts that assign or provide a Synthesized Voice converted into stock content to a third party for a fee or free of charge;
- c. Any other use of Synthesized Voices converted into stock content.

(Examples that require prior consent)

- Sales of musical instruments such as samplers that include Synthesized Voices;
- Sales of a Synthesized Voice as sound source material;
- Inclusion of Synthesized Voices in karaoke machine or similar equipment.

(3) The Company does not grant the User, for deep learning, machine learning, fragment splicing, or any other voice synthesis or voice quality conversion techniques (no matter the method or technique), permission to use Synthesized Voices as training data or as fragment data to generate artificial voice or carry out voice quality conversion, or to create programs that make it possible to generate artificial voice or carry out voice quality conversion.

- 4 (1) The User shall not acquire any rights other than the rights granted under the provisions of the preceding paragraphs, and shall affirm that all or some of the rights belonging to the Company or Original Rights Holder concerning the Service, Voice Libraries, artists, and characters may not be transferred to the User by any permission.
- (2) If the User seeks to use rights belonging to the Company or the Original Rights Holder other than the rights granted under the provisions of the preceding paragraphs, they shall affirm that they may be required to pay separate usage fees as set forth in the terms of usage charges to the Company or Original Rights Holder owning the rights.

## **8. Use Environment**

To use the Service, an Internet connection is required. The User shall bear the cost of the service for connecting to the Internet and the cost of the installation or management of the equipment, facility, etc., necessary for receiving Internet service.

## **9. Activation**

- 1 Activation is required to use the software provided by the Service (hereinafter "Software"). The Company shall activate the Software when the Software is launched by the User and at regular intervals while Software is running. No personal information that can identify the User as a result of activation will be collected, transmitted, or used at all.
- 2 The number of simultaneous activations of the Software is limited to 2. The number of simultaneous launches is limited to 1.
- 3 If the Company is unable to activate the Software or confirm completion of the activation due to reasons attributable to the User, the User shall bear responsibility for any damages caused as a result.

## **10. Agreement Term of Validity and Subscription Period**

- 1 The term of validity of the Agreement shall be the period from the date the User completes registration until the date the User or the Company cancels the User registration or the date the Company discontinues providing the Service.
- 2 The Subscription Period shall be set forth in the Company's prescribed schedule of fees. However, if the User does not notify the Company of cancellation of subscription by the end of the Subscription Period using the method prescribed by the Company, the Subscription Period shall be renewed on the same terms on the next day after the end of the previous Subscription period, and the same shall apply thereafter.

## **11. Usage Fees and Payment Methods**

- 1 Usage fees for the use of Additional Functions, Additional Voice Libraries, and other services are set in accordance with the fee schedule set forth by the Company.
- 2 The User shall settle the usage fees using the payment system provided by Stripe Japan K.K. ("Stripe") (hereinafter referred to as "Payment Service"), and pay a lump sum in advance of using the above.
- 3 A Subscription Agreement between the Company and the User shall be formed upon completion of payment of usage fees in accordance with the preceding paragraph.
- 4 If the Subscription Period is renewed in accordance with the provisions set forth in Article 10 Paragraph 2, the payment of usage fees shall automatically be carried out the next day after the automatic renewal.
- 5 If the User does not pay the usages fees even after the prescribed due date, the User shall play late payment penalty in the amount calculated at an annual percentage rate of 14.6% for the number of days from the day after the due date until the day before the payment date.

## **12. Re-entrustment**

The Company may re-entrust all or part of its business relating to the use of the Service to a third party, and the User shall agree to such re-entrustment in advance.

## **13. Prohibitions**

The User is prohibited from engaging in any of the following acts, or any act that be applicable to the following acts, or any act that may encourage any of these acts when using the Service:

- (1) Acts that use a Synthesized Voice to include criminal, antisocial, or unethical content, or acts that publish or distribute such content using a Synthesized Voice;
- (2) Acts that use a Synthesized Voice to include content that violates laws and regulations or public order and standards of decency, or acts that publish or distribute such content using a Synthesized Voice;
- (3) Acts of using a Synthesized Voice for military purposes, or acts that publish or distribute such content using a Synthesized Voice;

- (4) Acts of using a Synthesized Voice in a manner that infringes on the honor, reputation, or other personal rights of the voice actor of the Voice Library, or acts that that publish or distribute such content using a Synthesized Voice;
- (5) Acts that violate the Terms or Voice Guidelines;
- (6) Acts that violate laws and regulations or public order and standards of decency;
- (7) Criminal or illegal acts;
- (8) Acts that infringe on the Intellectual Property Rights, portrait rights, privacy rights, reputation, credibility, or other rights or interests of a third party (including the Company, Original Rights Holder and other users of the Service (hereinafter “Other Users”));
- (9) Acts that discriminate against or defame a third party;
- (10) Acts that cause disadvantage, damage, or discomfort to a third party;
- (11) Acts that assign, sell, or rent the Software provided by the Service to a third party for a fee or free of charge;
- (12) Acts that assign products incorporating the Service to a third party for a fee or free of charge;
- (13) Acts that provide services incorporating the Service to a third party for a fee or free of charge;
- (14) Acts that allow a third party to use the Service;
- (15) Acts that assign or lend ID, etc. to a third party;
- (16) Acts that, for deep learning, machine learning, fragment splicing, or any other voice synthesis or voice quality conversion techniques (no matter the method or technique), use Synthesized Voices as training data or as fragment data to generate artificial voice or carry out voice quality conversion, or create programs that make it possible to generate artificial voice or carry out voice quality conversion;
- (17) Acts of using a Synthesized Voice as sound source materials for commercial or non-commercial purposes, or acts of assigning such sound source materials to a third party for a fee or free of charge, without obtaining the Company’s permission in advance;
- (18) Acts that place excessive load on the Service’s servers, etc.
- (19) Acts of decoding the source code of the Service, such as by reverse engineering, decompiling, disassembling, etc., or acts of extracting data without authorization from the Service;
- (20) Acts that may interfere with the provision of the Service;
- (21) Acts of using the login IDs or passwords of Other Users of the Service;
- (22) Other acts that Company deems inappropriate and has notified the User to that effect.

#### **14. Stoppage, Suspension, or Discontinuance of Service**

- 1 If any of the following occurs, the Company may temporarily stop or suspend providing all or part of the Service by giving prior notice to the User. However, the User shall accept that the Company may not be able to give prior notice.
  - (1) When maintenance or inspection of equipment such as computers, computer systems, or servers related to the Service is required;
  - (2) When equipment such as computers, computer systems, or servers related to the Service fail due

- to an accident;
- (3) When normal provision of the Service is not possible due to failure, misoperation, excessive access concentration, unauthorized access, hacking, etc., of equipment such as computers, computer systems, or servers related to the Service or communication lines, etc.;
  - (4) When it is difficult for the Company to provide the Service due to an earthquake, lightning strike, fire, windstorm, flood, power outage, natural disaster, war, civil war, revision and enactment of laws and regulation, or another force majeure event;
  - (5) When it is reasonably necessary to suspend or interrupt the provision of the Service.
- 2 Liability for damages incurred by the User as a result of the Company's acts under the preceding paragraphs shall be set forth as follows. However, liability is limited to cases where the User is an legal entity or an individual who uses the Service for business purposes.
- (1) If the period of Service suspension or interruption is 24 hours or less: The Company shall not be liable for any damages.
  - (2) If the period of Service suspension or interruption is more than 24 consecutive hours: The Company shall be liable only for ordinary damages (excluding special damages, lost profits, indirect damages, and attorneys' fees) actually and directly incurred by the User. The aggregate amount of damages shall be calculated by dividing the number of hours the Service was suspended or interrupted by 24, and then multiplying the result by 1/365 of the annual usage fees for the year closest to the date of damage. However, the maximum aggregate amount shall be limited to one (1) year of usage fees for the year closest to the date of damage.
- 3 The Company may discontinue providing all or a part of the Service at the Company's discretion. If the Company discontinues providing all or a part of the Service, the Company shall give the User one (1) or two (2) months' prior notice.

## **15. Cancellation, etc., of User Registration**

- 1 The User may stop the use of the Service at any time during the Agreement's term of validity by carrying out procedures to cancel User registration in accordance with the methods set forth by the Company. However, if there is a Subscription Agreement for which usage fees have been paid, the Agreement shall remain valid and the User may continue to use the Service until the Subscription Period associated with the Subscription Agreement expires (in the case of multiple subscriptions, the Subscription Period shall be the one that expires last, and the same shall apply hereinafter).
- 2 A Subscription Agreement existing at the time the User cancels User registration in the preceding paragraph shall be cancelled. However, a Subscription Agreement active during the Subscription Period shall remain in effect, and the User can use Additional Voice Libraries or Additional Functions until the Subscription Period expires.
- 3 The User may stop the use of Additional Voice Libraries or Additional Functions at any time during the Subscription Period by carrying out cancellation procedures in accordance with the methods set forth by the Company. However, a Subscription Agreement active during the Subscription Period shall remain in effect, and the User can use Additional Voice Libraries or Additional Functions until

the Subscription Period expires.

- 4 The Company may, without prior notice to the User, suspend the User's use of the Service, Additional Voice Libraries, or Additional Functions, in whole or in part, or terminate the Agreement or Subscription Agreement if any of the following applies to the User:
  - (1) The User delays payment of usage fees (including cases when settlement of the Service's usage fees cannot be completed with the credit card specified by the User for payment), and fails to pay within a reasonable period of time after the Company has given notice to the User about the late payment;
  - (2) There is gross misconduct or improper conduct in complying with the Terms or the Voice Guidelines by the User, and such behavior is not corrected within a reasonable period after the Company has given notice to the User about correcting violations;
  - (3) The User's business operation is cancelled or suspended by supervisory authorities;
  - (4) The User receives a seizure, provisional seizure, provisional disposition, or tax delinquency disposition;
  - (5) Suspension of the User's payments occurs, or civil rehabilitation/corporate reorganization begins, or bankruptcy or auction is filed, or the User has initiated civil rehabilitation /corporate reorganization, or filed for bankruptcy;
  - (6) The User's payment is stopped due to dishonoring of bills or checks;
  - (7) The User seeks to dissolve or assign all or a significant part of its business to a third party;
  - (8) There is a reasonable cause to believe that the assets or credit conditions of the User has deteriorated or is likely to deteriorate;
  - (9) The User is an antisocial force, etc. (meaning an organized crime group, organized crime group member, right-wing organization, antisocial force, or equivalent person or organization; the same shall apply hereinafter), or cooperates or participates in the maintenance, operation, or management of an antisocial force, etc., through provision of funds or other means, or has interactions or involvement with an antisocial force, etc.;
  - (10) The User is a minor and does not have the permission from their legal representative for any acts related to use of the Service by the User;
  - (11) The Company is unable to contact the User for a period of time prescribed by the Company;
  - (12) Any other use of the Service by the User that the Company deems to be inappropriate.
- 5 If the Subscription Agreement is terminated in accordance with the preceding three paragraphs, the Company shall not refund usage fees already paid.
- 6 If the Agreement is terminated due to cancellation or any other reason, the User shall immediately pay any unpaid usage fees not paid at the termination of the Agreement or any late fees.

## **16. No Warranties and Limitation of Liability**

- 1 The Company shall not guarantee to the User or any third party the Service's operation, suitability or effectiveness for use purpose, or the legality, accuracy, or reliability of the result of use.
- 2 The Company shall not guarantee that use of the Service will not infringe on the copyright or other



rights of a third party. The Company shall not be liable for any claim arising directly or indirectly directly or indirectly caused by or contributed by or in consequence of an infringement of copyright or other rights (including any claim arising from a dispute between the User and a third party).

- 3 The Company shall not be obligated to store the data of Synthesized Voices obtained by the User in the use of the Service.
- 4 The Company shall be liable for damages only to the extent specified below if damage is caused to the User due to reasons attributable to the Company.
  - (1) In the case of intentional or gross negligence of the Company: the full amount of damage;
  - (2) In the case of negligence of the Company: The Company shall be liable only for ordinary damages (excluding special damages, lost profits, indirect damages, and attorneys' fees) actually and directly incurred by the User, and not to exceed 10,000 yen.
- 5 With the exception of separate stipulations in the Terms, regardless of the previous paragraphs, the Company's liability is limited to cases where the User is a legal entity or an individual who uses the Service for business purposes, and the Company shall be liable only for ordinary damages (excluding special damages, lost profits, indirect damages, and attorneys' fees) actually and directly incurred by the User. The maximum aggregate amount shall be limited to 1 year of usage fees for the year closest to the date of damage.

## **17. Exemptions Due to Force Majeure Events**

The Company shall not be liable for any damage to the User resulting from the Company's delay or inability to perform all or part of its obligations under the Agreement due to force majeure events (including, but not limited to natural disasters, wars, civil wars, epidemics, revision and enactment of laws and regulations, disposition by order of public authority, other labor dispute actions, and transportation accidents).

## **18. Handling of Information**

- 1 When the Company obtains the User's personal information, its handling, including collection, storage, processing, and use, shall be governed by the privacy policy set forth by the Company.
- 2 The User shall not disclose, or cause or permit to be disclosed, to a third party any of the Company's technical or business information obtained in the use of the Service, or other information that is undisclosed to the public by the Company and which the Company requests to be handled confidentially (hereinafter "Confidential Information").
- 3 Upon request by the Company, the User shall return or destroy Confidential Information and any copies thereof without delay in accordance with the instructions of the Company.

## **19. Exclusion of Anti-Social Forces**

- 1 The Company and the User shall guarantee that they do not and will not belong to any of the following: presently an organized crime group or an organized crime group member or an organized crime group member within the last 5 years, an associate member of an organized crime group, a

company related to an organized crime group, a corporate extortionist, a socially branded racketeering organization, a politically branded racketeering organization or an organized intellectual crime group, or any other person or group equivalent to each of the preceding items (collectively called “Organized Crime Group Member, Etc.”); nor that any of the following applies:

- (1) Having a relationship with a company in which an Organized Crime Group Member, Etc., is deemed to control management;
  - (2) Having a relationship with a company in which an Organized Crime Group Member, Etc., is deemed to be substantively involved in management;
  - (3) Having a relationship that is deemed to use an Organized Crime Group Member, Etc., in an improper way, such as for the purpose of improperly profiting for oneself, one’s own company, or a third party, or for the purpose inflicting damage on a third party;
  - (4) Having a relationship that is deemed to involve providing funds, etc., or benefits to an Organized Crime Group Member, Etc.;
  - (5) Having a socially condemnable relationship with an Organized Crime Group Member, etc., in which the Organized Crime Group Member, Etc., is an executive officer or substantially involved in management.
- 2 The Company and the User shall affirm that they will not carry out any of the following acts themselves or by using a third party:
- (1) Acts of violent demand;
  - (2) Acts of improper demand beyond the scope of legal responsibility;
  - (3) Acts involving threatening words or behavior or violence in connection with transactions;
  - (4) Acts to damage the other party’s credibility or obstruct its business by spreading false rumors, using deceptive means, or using force;
  - (5) Acts equivalent to acts in the preceding paragraphs.
- 3 If the Company or the User determines that the other party is an Organized Crime Group Member, Etc., or that any of the items under Paragraph 1 applies, or that any of items of the preceding paragraphs applies, or has made false declarations on any representations and warranties pursuant to Paragraph 1, the Company or the User may terminate the Agreement without any notice to the other party, regardless of whether or not there is any reason attributable to oneself.
- 4 The Company and the User shall acknowledge and affirm to each other that they are not liable for any damages if the Agreement is terminated in accordance with the preceding paragraphs.

## **20. Transfer of Contractual Status**

- 1 The User may not assign, transfer, collateralize, or otherwise dispose of their contractual status under the Agreement or their rights and obligations under the Agreement to a third party.
- 2 If the Company assigns the business associated with the Service to another company, the Company may assign the contractual status and rights and obligations under the Agreement as well as User information to the business assignee as part of the business assignment. The User shall agree in advance to the assignment set forth in this paragraph. The business assignment set forth in this

paragraph shall include all cases of corporate divestiture and other business transfers.

## **21. Compliance with Export Laws and Regulations**

When exporting the Service, the User shall comply with the Foreign Exchange and Foreign Trade Act and other export control laws and regulations (including foreign export laws and regulations) and follow statutory procedures.

## **22. Survival Clause**

Article 6, Article 7 Paragraph 3, Article 7 Paragraph 4, and Articles 13, 16, 18, 20, 22, 23 and 24 shall remain in effect even after the termination of the Agreement.

## **23. Governing Law and Jurisdiction**

- 1 Any dispute pertaining to this Agreement shall be subject to the exclusive jurisdiction of the Nagoya District Court as the court of first instance.
- 2 The formation and validity of the Agreement and interpretation and implementation of any matter pertaining to the Agreement shall be governed by the laws of Japan.

## **24. Consultation**

The Company and the User shall mutually consult with each other in accordance with the principle of good faith and legal provisions and attempt to reach an amicable settlement if any dispute over matters not set forth in the Terms or dispute over stipulations of the Terms occurs.

Supplemental provisions

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