

## Terms of service

This Terms of service (hereinafter "Terms") is made and entered into by and between all users (hereinafter referred to as "Customer") who intend to use applications (it is assumed that it does not matter a free and pay, hereinafter referred to as the "Service") for the iPhone / iPad / Android terminal (hereinafter referred to as "Terminal") which provided by Rock Paint Co., Ltd. (hereinafter referred to as "ROCK") and ROCK.

Please read all terms and conditions of this Terms, and only if Customer agree with this Terms, it is possible to use this Service.

In the case where this Service has been downloaded or installed on Customer's Terminal, it is assumed that Customer agrees to this Terms.

If Customer does not agree with this Terms, it is not possible to use so please be uninstalled to stop using the Service.

In addition, ROCK may revise this Terms, and if Customer use this Service after Terms revised, it is assumed that Customer agrees to the revised Terms.

If Customer does not agree with revised Terms, please delete this Service and any data related to this Service from your Terminal.

### 1. Range of application

This Terms shall be applicable to all the Service and related incidental service provided by ROCK.

### 2. Use of the Service

Customer agrees to use the Service in this self-responsibility of your own. ROCK shall carefully develop, produce and manage, but ROCK shall not accept any responsibility for any act and result related to use of the Service and damages suffered by the act of Customer.

For packet fee that occurs due to the use of the Service provided by ROCK (communication charge) shall be borne by the Customer and ROCK shall not bear any of those.

### 3. Intellectual property rights and other rights

All rights related to this Service (ownership, intellectual property rights such as

patents and copyrights, portrait rights, publicity rights, etc.) are reserved by ROCK or a third party who has the right.

Customer shall not be acquired all rights in order to use the Service, and ROCK grants a non-exclusive and non-transferable license or right of use of the intellectual property related to the Service which only possible to use the Service in accordance with this Terms on the Customer's Terminal.

Customer shall not act any infringement of all rights, such as ownership, intellectual property rights, portrait rights, publicity rights, etc., related to the Service.

If the problem of infringement such as in violation of the provisions of this Terms has occurred, the Customer shall not give any of nuisance or damages to ROCK as well as solve the problem at their own burden and responsibility, then if Customer gives damage to ROCK, Customer shall compensate all the damages to ROCK.

#### 4. Prohibited matter

Customer shall not take following act or the acts it concern, in addition to those prescribed in the preceding clause, in use of the Service.

1. Act to give a disadvantage or damage to other Customer, ROCK or a third party.
2. Act against public order and morals.
3. Act in violation of the laws and regulations.
4. Act to pursue profit in connection with the Service without obtaining ROCK's written prior approval.
5. Act to interfere with the operation of this Service by ROCK.
6. Act to discredit or damage the credit of this Service.
7. Act to use this Service by the method other than ROCK approved.
8. Act of assigning, lending, public transmission or license of this Service.
9. Act of replication, adapting, editing, modifying, disassembling, decompiling or reverse engineering of this Service.
10. Any other activities that ROCK deems inappropriate.

#### 5. Stop, change, pause, abolition of the Service

ROCK, for any reason, shall be able to stop, change, pause or abolish the whole or part of the Service without prior notice and any compensation to the Customer.

Even if the damage to the customer or a third party occurs by this stop etc., ROCK shall not accept any responsibility.

6. Disclaimer

ROCK shall not guarantee the safety and usefulness of all information related to this Service.

ROCK shall not accept any responsibility for the damage even if the damage to the Customer or a third party caused by the information relating to this Service.

In addition, ROCK shall not accept any responsibility to the infringement or disputes which occurred and caused by the information relating to the Service which infringes Customer's or a third party's rights.

It may not be able to use the Service properly due to Customer's Terminal environment or communication environment, etc. but ROCK shall not accept any responsibility to the damage occurred by such case.

ROCK shall not accept any responsibility to the damage occurred by computer virus, etc. which infected by downloading or installing this Service to Customer's Terminal.

Please use other Web site, etc. that is set the link or icon to this Service at Customer's own risk as it is provided by those operators of Web site, etc.

ROCK shall not accept any responsibility to the damage occurred by use of these Web sites, etc. of the Customer or a third party.

7. Personal information

When ROCK obtains personal information through this application, ROCK shall use it under the purpose noticed or publicized by the method of the terms and conditions related to the Service or others.

8. Terms of revision

ROCK shall be able to revise this Terms any time. The revise of this Terms shall be posted every time in ROCK's homepage, etc. and it is considered as notified to the Customer, then revised Terms shall become effective at the time of the posting.

9. Consultations and competent court

When doubt or problem relating to this Terms occurs between Customer and ROCK or a third party, both party consult in good faith to resolve it. If it cannot resolve by consulting, this dispute shall be settled at Osaka District Court as the exclusive jurisdiction of the courts for first instance.

10. Governing law

The governing law shall be the laws of Japan.