

RICOH360 Cloud Terms of Use

Last updated: 26 October 2026

THESE TERMS OF USE (“**AGREEMENT**”) ARE A LEGAL AGREEMENT BETWEEN YOU (“**YOU**” OR “**YOUR**”) AND RICOH COMPANY LTD. (“**RCL**”, “**WE**”, “**OUR**”, OR “**US**”) THAT WILL GOVERN YOUR INTERACTION WITH OUR SERVICE (AS SET FORTH IN ARTICLE 1). IF YOU ENTER INTO THE AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE COMPANY. ALL REFERENCES TO “YOU” IN THIS AGREEMENT THEREAFTER SHALL INCLUDE THE COMPANY SO BOUND.

RCL MAY ESTABLISH ADDITIONAL TERMS, RULES, GUIDELINES, SPECIAL TERMS AND CONDITIONS IN CONNECTION WITH THE PROVISION OF THE SERVICE ("OTHER RULES" AS DEFINED IN ARTICLE 1). ANY AND ALL OTHER RULES SHALL BE EFFECTIVE TOGETHER WITH THIS AGREEMENT.

OUR PRIVACY POLICY, WHICH IS INCORPORATED HERE BY REFERENCE, (“**PRIVACY POLICY**”), IS AVAILABLE AT [HTTPS://WWW.RICOH360.COM/PRIVACY/](https://www.ricoh360.com/privacy/)

1. DEFINITIONS

1. **RICOH360 Cloud** means the cloud service provided by RCL that enables various functions related to 360-degree content and compatible devices to be integrated into other services. The specific functions and specifications of RICOH360 Cloud available to you shall be as set forth in materials separately presented by RCL to you (including individual agreements, service specifications, descriptions on websites, etc.).
2. **RICOH360 Cloud API** means the application programming interfaces that enable access to RICOH360 Cloud.
3. **AI Video Maker Function** means the function that generates video content using RCL's AI technology based on image data captured with THETA.
4. **AI Video Content** means the content (including BGM) generated by the AI Video Maker Function.

5. **Customer Data** means all data (including but not limited to image data) that you or End Users upload, store, transmit, or otherwise provide through the Service.
6. **Content** means the content, documentation, code, data, related materials, and websites related to the RICOH360 Cloud.
7. **Service** means a general term for the RICOH360 Cloud and the Content.
8. **"Other Rules"** means all rules (including this Agreement), supplementary provisions, detailed rules, guidelines, privacy policies, special terms, etc. presented by RCL online or by other means in connection with the provision of the Service.
9. **Customer Application** means your own software application using RICOH360 Cloud.
10. **Access Credentials** means a general term for client credentials, API keys, access tokens, and any other credentials that are required to access and use the Service and provided by RCL.
11. **Privacy Policy** means the RICOH360 Privacy Policy.
12. **End User** means the user of your Customer Application.
13. **Personal Data** shall be interpreted in accordance with all applicable Data Protection Legislation.
14. **Data Protection Legislation** means the GDPR, the UK GDPR, the Act on the Protection of Personal Information (Japan), and all other applicable laws relating to processing of Personal Data, information security and privacy that may exist in any relevant jurisdiction.

2. FORMATION OF AGREEMENT

2.1.

The agreement for the use of the Service (hereinafter referred to as the "Contract") shall be formed when you apply for the use of the Service by means of an application form designated by RCL or other method designated by RCL, and RCL accepts such

application.

2.2.

The Contract shall consist of this Agreement, the Other Rules, and the details of your application.

2.3.

In applying for the Contract, you shall confirm the contents of this Agreement and the Other Rules and apply upon your agreement thereto.

3. LICENSE

3.1. License

Subject to your compliance with this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Service to develop, implement, maintain, and operate your own Customer Application.

3.2. Access Credentials

We will provide you with the Access Credentials. The Access Credentials constitute our Confidential Information (as set forth in Article 10.1), and you are responsible for the security of your Access Credentials. You may not transfer your Access Credentials to any third party or allow any third party to use your Access Credentials. You shall be liable for any damage caused to us or to a third party due to disclosure of the Access Credentials, errors in use, unauthorized use by a third party, or any other circumstances that conflict with this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Your Intellectual Property Rights

(1) All intellectual property rights in and to the Service and all software and other components constituting the Service shall belong to RCL or its licensors. This Agreement does not transfer any intellectual property rights in the Service to you.

(2) All intellectual property rights in and to the Customer Application shall belong to you, except to the extent where the RICOH360 Cloud is implemented in or integrated

with the Customer Application.

(3) All intellectual property rights in and to Customer Data shall belong to you.

Notwithstanding the foregoing, the ownership of rights in AI video Content shall be as set forth in Article 5.2.

4.2. Third-Party Licenses

The Service may contain third party licenses (including open-source software licenses, **“Third Party Licenses”**). The use, duplication, and distribution of Third Party Licenses within the Service shall be governed solely by the terms and conditions of the license presented by such third party and you will comply with such terms. We will provide you with information of the Third Party Licenses (including the terms of the license) together with the applicable Services. For the avoidance of doubt, we shall not be responsible for the Third Party Licenses, including but not limited to the security, privacy, support, availability, and safety thereof.

5. SPECIAL PROVISIONS REGARDING AI PANORAMA VIDEO

GENERATION FUNCTION

5.1. Scope of Application

This Article applies to you if you use the AI Video Maker Function as part of the Service.

5.2. Ownership of Rights

The ownership of rights in AI Video Content (as defined in Article 1) shall be as follows:

(1) To the extent that copyright or other intellectual property rights arise in AI Video Content, such rights shall belong to you. However, whether copyright arises in AI Video Content depends on the interpretation of applicable laws, and RCL does not warrant that copyright will arise in AI Video Content.

(2) Intellectual property rights in the algorithms, video templates, designs, and other elements of the AI Video Maker Function shall belong to RCL.

5.3. Notice Regarding BGM

The BGM included in AI Video Content is generated by AI technology and automatically

added to the video content. RCL does not warrant that such BGM does not infringe on the copyright or other rights of any third party.

6. FEES

6.1. License Fee

We shall inform you, separately of this Agreement, of the license fee ("**Fee**") and the fee calculation method.

6.2. Payment Terms

1. You shall pay the Fee using the means we shall designate separately of this Agreement.
2. Except where provided in this Agreement, we will not make refunds for any reason, once you have made payment.
3. If you fail to pay the Fee in accordance with our instructions, you are liable to pay a late payment fee at the rate of 14.6% per annum, calculated from the day following the payment due date to the date the Fee is fully paid.
4. If you do not pay the Fee by the due date, we may suspend the provision of the Service or terminate this Agreement upon notice to you.
5. If the Service is terminated, we shall calculate the Fee incurred up to the date of termination and immediately send you an invoice. In such case, you shall pay the Fee in accordance with the provisions of this Article.

7. TERM AND TERMINATION

7.1. Term

This Agreement shall be effective from the date the Contract is formed pursuant to Article 2 until the date this Agreement is terminated in accordance with this Article or other provisions of this Agreement.

7.2. Termination or Suspension due to Violation

In the event you violate any of the provisions of this Agreement or Other Rules, or fall

under any of the following items, we may suspend or terminate the provision of the Service without any notice to you.

1. When you receive a petition for seizure, provisional seizure, provisional disposition, or auction, or when you receive a demand for delinquent payment of taxes and public dues, or when your property is seized due to delinquent disposition.
2. When your drawn bill or check is dishonored, or when your bank transaction is suspended by the clearing house.
3. When you receive a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation.
4. When a resolution of the general meeting of your shareholders is made to transfer all or a significant part of your business to a third party.
5. When you dissolve your entity or go into liquidation.
6. When there are reasonable grounds to believe that your asset, credit condition, or business condition has deteriorated or is likely to deteriorate.
7. When you receive an administrative penalty such as revocation of qualification or suspension of business.
8. When you commit serious misconduct in bad faith.
9. When there is any other serious reason that makes it difficult to continue providing the Service to you.

7.3. Notifications

In the event that you fall under any of Items 1 to 9 of Article 7.2, you shall immediately notify us to that effect.

7.4. Acceleration

If any of the items of Article 7.2 applies to you, all financial obligations (not limited to those provided by this Agreement) due to RCL shall be brought forward and become immediately due and payable, regardless of whether or not the provision of the Service is discontinued.

7.5. Compensation for Damages

Notwithstanding our suspension of the Service pursuant to Article 7.2, we shall be able to claim compensation from you in respect of losses suffered by us.

7.6. Termination due to convenience

Notwithstanding the provisions of Article 7.1, you may terminate your use of the Service at any time for any reason with thirty (30) days' written notice to us. We may also discontinue the provision of the Service at any time for any reason with ten (10) days' written notice to you.

7.7. Effect of Termination

In the event of termination of this Agreement, the rights and licenses granted under this Agreement will automatically terminate and you shall immediately cease using the Service and delete or destroy the Content and Confidential Information in accordance with our instructions. You acknowledge that in this case, the Customer Application may not continue to function. We have no obligation to store any information or data provided by you or the End User. Therefore, you shall properly back up the information and data you need.

7.8. Survival

Articles 3.2, 4.2, 5.2, 5.3 (to the extent you use the AI Video Maker Function), 6.2, 7.5, 7.7, 7.8, 8.1, 8.1A, 9, 10, 11, 15, 16, 18.1, 18.2, 18.3, and 18.7 shall survive any termination for any reason of this Agreement and regardless of who terminates this Agreement.

8. YOUR RESPONSIBILITIES

8.1. Your Responsibilities

You shall be solely responsible for your use of the Service and all acts performed by you using the Service and the results thereof. If a dispute arises with a third party (including the End User) due to your use of the Service, you shall handle and resolve the dispute at your responsibility and expense: provided, however, that we reserve the right, but have no obligation, to intercede in such disputes. You agree that we will not be responsible for any liability.

8.1A. Your Responsibility for Content

You shall, at your own responsibility, confirm that any content generated, obtained, or used through the Service (including but not limited to AI Video Content) does not infringe on the rights of any third party and does not violate any applicable laws or regulations. Even if you or any third party suffers damage arising from the use of such content, RCL shall not be liable except in cases of willful misconduct or gross negligence on the part of RCL.

8.2. Reporting Obligation

Whenever we request a report regarding the status of use of the Service or any other matter designated by us, you shall report in the manner specified by us. If the report is not true or accurate, you shall compensate us for all damages (including but not limited to legal fees) and losses suffered by us, and we may immediately suspend the Service upon notifying you.

8.3. Compliance with Import and Export Regulations

You shall comply with all applicable import and export laws and regulations, including the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949) and the U.S. Export Administration Regulations (15 CFR § 730 et seq.) when you use or access the Services. You represent and warrant that (i) you are not subject to the sanctions of any laws, regulations of Japan, the United States, or any other exporting country, as applicable, (ii) under the laws or regulations of Japan, the United States, or any other exporting country, (a) you are not prohibited from using or accessing the Services, or (b) you are not located in, under the control of or a national or a resident of any country which is sanctioned by law, regulations of Japan, the United States, or any other exporting country, as applicable. You also represent and warrant that you will not use the Services for any purpose prohibited by applicable laws and regulations (including the development, design, manufacture, or production of weapons of mass destruction or conventional weapons) or that you will not allow any person to do so.

9. RESTRICTIONS AND PROHIBITIONS

You agree to each of the following items and agree that if you violate any of the Items of this Article 9, we may suspend or terminate provision of the Service or take other

measures that we deem necessary. In addition, we shall not be liable for any losses suffered by you or a third party as a result of such suspension or termination.

1. You may not disassemble, decompile, reverse engineer, modify, or create derivative services of this Service, in whole or in part, or permit any third party to do so.
2. You may not distribute the Service standalone, and the Customer Application must perform important functions in addition to the Service. Except as implemented in the Customer Application, you shall not transfer, sublicense, lease, lend, or otherwise distribute the Services to any third party.
3. You shall not remove, alter, or obscure any copyright or other proprietary rights notices contained in the Service.
4. We shall have the right to limit the number of periodic RICOH360 Cloud API calls that you may make in accordance with the restrictions set forth in the Content. You shall comply with all the restrictions on access, calling, and use of the Services set by us. All such restrictions will be set forth in the Content or otherwise communicated to you. You shall not circumvent these rate limits (“**Rate Limit**”) without our prior written consent. You acknowledge that your access to and use of the Services may be temporarily or permanently blocked if you exceed or are likely to exceed the Rate Limit, and you agree that we will monitor your access to and use of the Services to ensure your compliance with this Agreement and Other Rules.
5. You shall not interfere with, circumvent, or disable the functions of the Service, including but not limited to the functions related to reporting data, usage statistics, or other information about your access to and use of the Service.
6. You shall not access or use the Service for the purpose of monitoring the availability, performance, or functionality of the Service, or for any other benchmarking or competitive purpose.
7. You shall not use the Service for the purpose of designing, building, advertising, or augmenting a service that competes with the Service.
8. You shall not use, copy, modify, or distribute the Service for any purpose other

than as expressly permitted by this Agreement.

9. You shall not use the Service in any unlawful manner, for any unlawful purpose, or in a manner contrary to this Agreement, applicable laws and regulations, or public order and morals.
10. You shall ensure that the Customer Application, and your advertising, distribution, and use of the Customer Application, do not infringe or violate the rights of any third party or violate any applicable laws or regulations.
11. You shall ensure that End-User do not provide photographs, videos, or other content as described in (a) to (e) below through the Customer Application.
 - (a) content that violates applicable laws or regulations
 - (b) content that infringes on the rights of a third party
 - (c) content that is defamatory, threatening, or harassing
 - (d) content that contains depicts sexually explicit, pornography, or other thing that is not suitable for a general audience
 - (e) content that contains or distributes malware or other programs that may interfere with our systems
12. You shall not provide us with any data or information unless you represent and warrant that the data or information from the End User is accurate and that you have all necessary rights to provide such data or information to us and for us to use it.
13. You shall not register or provide us with any information or data that contains harmful programs.
14. You shall not engage in any act that interferes with the operation or provision of the Service or acts that damage or may damage the credibility or reputation of the Service.
15. In addition to the preceding items, you shall not engage in any act that we deem inappropriate for the use of the Service.

10. CONFIDENTIALITY

10.1. Confidentiality

"Confidential Information" means information provided orally or in writing by either party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential. Notwithstanding the foregoing, RCL's Confidential Information shall include, regardless of whether designated as confidential, non-public information, software, specifications, and Access Credentials related to the Service.

10.2. Exception

Notwithstanding Article 10.1, information that falls under (1) to (4) below shall not be deemed Confidential Information.

1. Information already in the Receiving Party's possession without any obligation of confidentiality prior to disclosure by the Disclosing Party.
2. Information the Receiving Party legitimately obtained from a third party without any obligation of confidentiality.
3. Information developed independently by the Receiving Party, without using the Confidential Information disclosed by the Disclosing Party.
4. Information that is in the public domain or becomes available to the public without any breach of this Agreement by the Receiving Party, regardless of whether before or after receipt.

10.3. Management of Confidential Information

The Receiving Party may use the Disclosing Party's Confidential Information only as necessary for the exercise of rights or performance of obligations under this Agreement. The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure with the same degree of care (but not less than a reasonable degree of care) as it uses to protect its own confidential information of a similar nature.

10.4. Deletion and Return

The Receiving Party shall, upon request by the Disclosing Party or upon termination of

this Agreement, delete the Confidential Information received from the Disclosing Party and destroy or return the media (including copies) on which it is stored in accordance with the Disclosing Party's instructions.

10.5. Duration of Confidentiality

Both parties shall comply with the obligations of this Article for a period of three (3) years after the termination of this Agreement.

11. PROCESSING OF THE DATA

11.1. Collection of your data

We may collect, process, and use your data including Personal Data in connection with the provision of the Service, in accordance with our Privacy Policy. The storage location of Customer Data shall be the region separately agreed between you and RCL (the United States or within the European Economic Area (EEA)). RCL may access Customer Data from outside the region where the storage location is situated, solely for purposes necessary for service operations, including service maintenance and operation, technical support, and security response. However, with respect to Personal Data to which Data Protection Legislation (including the GDPR) applies, we shall use such data only to the extent permitted by such legislation and shall not use such data for marketing purposes. Details of the handling of Personal Data (including the types of information collected, purposes of use, retention periods, etc.) shall be as set forth in the Privacy Policy.

11.2. Your Obligations Regarding End User's Data

We may collect data including Personal Data from the End User through your Customer Application. The End User's Personal Data shall be handled in accordance with the Privacy Policy. You will notify End User of the Privacy Policy and obtain their consent with respect to our collection and processing of their data including Personal Data, where required under applicable laws, and you will provide evidence of such consent upon our reasonable request.

11.3. Storage and Deletion of Customer Data

We may store Customer Data for the period necessary for the provision of the Service.

We shall delete such data after the expiration of a period separately determined by RCL following the termination of this Agreement; provided, however, that this shall not apply where we are required to retain such data under applicable laws.

11.4. Disclosure Required by Law

Notwithstanding the foregoing provisions of this Article, RCL may, within Japan, disclose Customer Data (whether or not such data constitutes Personal Data) pursuant to applicable laws, ordinances, court rules, court orders, or requests from governmental authorities.

12. UPDATES AND SUPPORT

We have no obligation to provide maintenance, support, updates, or error correction of the Service, but may add, change, revise or abolish the contents of the Service at our sole discretion for the purpose of improving the Service. If we provide you with an update or maintenance release of the Services, such update or release will be subject to the terms of this Agreement, unless you receive a separate license from us for that update or release. You are responsible for implementing such updates or maintenance which are released by us. You acknowledge that the features and functionality of the Services may change over time, and you understand that you are responsible for making changes to your Customer Application as necessary.

13. SUSPENSION OF THE SERVICE

13.1.

We may suspend the provision of all or part of the Service in any of the following cases. In such cases, we shall endeavor to notify you in advance, except in cases of emergency or other unavoidable circumstances.

- (1) When maintenance, inspection, repair, or modification of the systems related to the Service is required;
- (2) When a failure occurs in the systems related to the Service;
- (3) When the provision of the Service becomes difficult due to natural disasters or other

force majeure events; or

(4) When we otherwise determine that suspension of the Service is necessary.

13.2.

We shall not be liable for any losses suffered by you as a result of the suspension of the Service pursuant to the preceding paragraph, except in cases of willful misconduct or gross negligence on our part.

14. DISCONTINUATION OF THE SERVICE

You acknowledge and agree that we may for any reason and at our sole discretion, discontinue the Service entirely. In this case, we shall notify you ninety (90) days prior to such discontinuation. Further, this Agreement shall automatically terminate on the date the Service is discontinued.

15. COMPLAINTS FROM THIRD PARTIES

If a third party files a complaint or claims against RCL, its affiliates and/or its licensors, as a result of your infringement of the rights of a third party in connection with the use of the Service, or if RCL, its affiliates and/or its licensors suffer losses due to reasons attributable to you, you shall protect RCL, its affiliates and/or its licensors at your own responsibility and expense and shall compensate RCL for costs (including but not limited to legal costs) incurred by RCL, its affiliates and/or its licensors.

16. INDEMNIFICATION, DISCLAIMER AND LIMITATION OF LIABILITY

16.1. Indemnification

You represent and warrant that you have the necessary authority to execute this Agreement and that you will comply with the terms of this Agreement. You will indemnify, defend(or settle), and hold harmless RCL from any claims, suits, damages, losses, liabilities, judgments, and expenses (including reasonable legal costs) (collectively, “**Claims**”) arising out of any of the following:

1. your use of the Service
2. your Customer Applications, including claims that Customer Applications violate any copyright, trademark, trade secret, patent, or other intellectual property right of any third party, or infringes their rights of publicity or privacy
3. your violation of this Agreement

We reserve the right to retain counsel at our own expense to participate in the defense and settlement of any Claim.

16.2. Disclaimer of Warranties

You assume all responsibility and risk for your use of the Service. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT IT WILL SUCCESSFULLY PERFORM AS INTENDED; THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR THAT ALL ERRORS WILL BE CORRECTED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THE FOLLOWING WITH RESPECT TO ANY CONTENT PROVIDED THROUGH THE SERVICE (INCLUDING BUT NOT LIMITED TO AI VIDEO CONTENT):

- (1) ACCURACY, COMPLETENESS, CURRENCY, USEFULNESS, OR FITNESS FOR A PARTICULAR PURPOSE;
- (2) THAT SUCH CONTENT DOES NOT INFRINGE ON THE COPYRIGHT, TRADEMARK, PORTRAIT RIGHTS, PUBLICITY RIGHTS, OR OTHER RIGHTS OF ANY THIRD PARTY;
- (3) THAT SUCH CONTENT DOES NOT VIOLATE ANY APPLICABLE LAWS OR PUBLIC ORDER AND MORALS; OR
- (4) THAT SUCH CONTENT WILL ACHIEVE THE RESULTS INTENDED BY YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICE AND ALL ACTS PERFORMED BY YOU USING THE SERVICE AND THE RESULTS THEREOF. IF A DISPUTE ARISES WITH A THIRD PARTY (INCLUDING END USERS) DUE TO YOUR USE OF THE SERVICE, YOU SHALL HANDLE AND RESOLVE THE DISPUTE AT YOUR RESPONSIBILITY

AND EXPENSE.

16.3. Limitation of Liability

1. WE SHALL NOT BE LIABLE FOR ANY INTERRUPTION OR DELAY IN BUSINESS OR OPERATIONS, LOSS OF OPPORTUNITY, OR ANY OTHER LOSS OR EXPENSE SUFFERED BY YOU IN THE PROVISION, SUSPENSION OF THE SERVICE OR TERMINATE THIS AGREEMENT.
2. WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES SUFFERED AS A RESULT OF THE LOSS, DAMAGE, OR LEAKAGE OF YOUR DATA RECORDED IN YOUR EQUIPMENT, YOUR USE OF THIRD PARTY'S SERVICE, OR YOUR USAGE ENVIRONMENT.
3. EVEN IF WE ARE LIABLE FOR LOSSES SUFFERED BY YOU IN CONNECTION WITH THE SERVICE, WE SHALL BE LIABLE ONLY IN RESPECT OF ACTUAL AND DIRECT GENERAL LOSSES OR DAMAGES (EXCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, THE FOLLOWING TYPES OF DAMAGES: LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, ATTORNEYS' FEES, DOWNTIME COSTS, AND LOSS OF USE OF EQUIPMENT) AND UP TO THE TOTAL AMOUNTS ACTUALLY PAID BY YOU FOR YOUR USE OF THE SERVICE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE DAY WHEN THE CAUSE OF ACTION ARISES.
4. SECTION (3) SHALL NOT APPLY IN CASES OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE BY US.

16.4 Force Majeure.

We shall not be liable for any interruption or delay in business or operations, loss of opportunity, or any other loss or expense suffered by you, to the extent resulting from natural disasters (including epidemics, earthquakes, tsunamis, floods, typhoons, tornadoes, and fires), war or civil disturbance, acts of terrorism, strikes, governmental actions, changes in laws or regulations, failures in network lines used to connect to the Service, failures in your environment, improper operation by you, attacks or unauthorized acts by third parties, or any other cause beyond our reasonable control.

17. EXCLUSION FROM RELATIONSHIP WITH ANTI-SOCIAL FORCES

【THIS APPLIES ONLY IF YOU LIVE IN JAPAN】

17.1 No Relationship with Anti-Social Forces

You undertake that you, your officer (any person who is substantially involved in management and business regardless of name) or any person engaged in your business does not fall under any of the following Items 1 to 6.

1. Is an organized crime group, a member of an organized crime group, a person who has ceased to be a member of an organized crime group for less than five years, a quasi-member of an organized crime group, a company/organization affiliated with an organized crime group, a corporate extortionist, criminal elements under the guise of social movements or political activists, a special intelligence violent group, or other similar Anti-Social forces (collectively “Anti-Social Forces”).
2. Anti-Social Forces have a dominant influence on your business activities through investment, loans, transactions and other relationships.
3. An Anti-Social Force is found to be substantially involved in management.
4. Having a relationship that can be said to be unjustly using Anti-Social Forces, such as for the purpose of improperly benefiting yourself, or a third party, or harming a third party.
5. Have a relationship that is recognized to provide funds or facilities to Anti-Social Forces.
6. Possess a socially reprehensible relationship with Anti-Social Forces.

17.2 No Anti-Social Conduct

You shall not engage in conduct falling under any of the following Items.

1. Engage with Anti-Social Forces, such as using Anti-Social Forces or engaging in the provision of funds, benefits, or capital contributions to Anti-Social Forces.
2. Engage in conduct listed below by yourself or through a person engaged in the business or a third party.

- i. Use deceptive, violent, or threatening words.
- ii. Introduce yourself, related organizations or associated parties of yourself as Anti-Social Forces.
- iii. Conduct that will degrade or is likely to damage our reputation.
- iv. Any act that interferes with or is likely to interfere with our business.

17.3. Immediate Termination

In the event that you violate this Article, we may suspend the provision of the Service or terminate this Agreement without any notice to you. In this case, we shall not be liable to you for any damage or loss suffered.

18. GENERALS

18.1. Name and Logo

You agree that we reserve the right to use your name and logo on RICOH360 website and in our marketing materials to introduce you as a user of the Services. Nothing in this Agreement grants you any right to use our trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of us.

18.2. Governing Law

This Agreement is made under and shall be interpreted in accordance with the laws of Japan, without giving effect to any principles that provide for the application of the law of another jurisdiction excluding its choice of law and conflict of law provisions. The parties hereto expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded, and it shall not apply to this Agreement.

18.3. Arbitration

[PLEASE READ THIS ARTICLE 18.3 CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.]

Unless otherwise mutually agreed by the parties hereto, all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in

connection with this Agreement and the provision of the Service, including any breach of this Agreement, shall be finally settled by arbitration in Tokyo, Japan pursuant to the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall be conducted in Japanese. The arbitral award shall be final and binding on both parties and the judgments upon the award may be entered in any court of competent jurisdiction. If any part or parts of this Article 18.3 are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Article 18.3 shall continue in full force and effect.

18.4. Subcontracting

We may subcontract all or part of the provision of the Service to a third party. In this case, we shall impose the same obligations on such subcontractors as those imposed upon us under this Agreement. You may subcontract your obligations under this Agreement to a third party with our prior written consent. In this case, you will continue to be responsible for the subcontractor's compliance with and performance under this Agreement. If we determine that your subcontractor is unsuitable, we may request you to exclude or change such subcontractor. You shall ensure that all your subcontractors comply with this Agreement.

18.5. Assignment

Neither this Agreement nor the rights or licenses granted under this Agreement may be assigned, sublicensed or otherwise transferred by you without our prior written consent. We may assign this Agreement or any of its rights under this Agreement, without prior notice to you. If this Agreement or any of its rights under this Agreement is assigned to others, this Agreement (including its rights and obligations under this Agreement) shall bind and inure to the benefit of such successors.

18.6. Variation of Terms

1. PLEASE NOTE THAT WE MAY VARY THIS AGREEMENT AND OTHER RULES AT OUR SOLE DISCRETION AT ANY TIME. In this case, we shall notify you of the details of the variation and the effective date of the variation on our website or other means that we deem appropriate at least thirty (30) days prior to such change.
2. You are responsible for periodically reviewing this Agreement and informing

yourself of any variations. If you do not agree to the variations, you may terminate this Agreement in accordance with Article 7.6. If not, by accessing or using the Service after such variation, you will be deemed to have agreed to the revised Agreement.

18.7. Priority and Severability

In the event of any inconsistency or conflict between this Agreement and the Other Rules, the Other Rules shall prevail unless otherwise specified. If any provision of this Agreement is found to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

18.8. Language

The governing language of this Agreement is Japanese. Only the original Japanese language version of this Agreement has the effect of a contract, and any translation of this Agreement has no contractual or any other effect.

End of the Agreement.

[Here](#) is the link to the EU Data Act–related contractual documents.

By using this service, you are deemed to have agreed to them.