Meets Work Terms of Service (Job Seekers)

Article 1. About these Terms

- 1. These Terms of Service (hereinafter referred to as the "Terms") shall apply to all actions related to the use of this System provided by Value Shift Inc. (hereinafter referred to as the "Company").
- 2. These Terms establish the conditions for use of this System. Users of this System (hereinafter referred to as "Users") shall use this System in accordance with these Terms.
- 3. By using this System in any manner, Users shall be deemed to have agreed to all provisions contained in these Terms.
- 4. The Company stipulates the conditions for use of this System in these Terms and other terms of use. Other terms of use shall constitute part of these Terms regardless of their title.
- 5. In the event of any conflict between the provisions of these Terms and other terms of use, the provisions of such other terms of use shall prevail.
- 6. In the event that any provisions of these Terms are not currently applicable to Users, such provisions shall become applicable from the time they become applicable due to changes in circumstances.

Article 2. Definitions

The terms used in these Terms shall be defined as follows:

- 1. Meets Work: Refers to the job seeker-oriented media system through which the Company provides job posting information from Recruiters and other functions to Meets Work Members via the website operated by the Company known as "Meets Work."
- 2. Recruiter System: Refers to the recruiter-oriented media system through which the Company provides job seeker information of Meets Work Members and other functions to Recruiters via the recruiter website operated by the Company.
- 3. System: Refers to "Meets Work" and its related systems. However, the Recruiter System shall not be included in the related systems.
- 4. Meets Work Member: Refers to job seekers who have registered as members of "Meets Work."
- 5. Placement Agency: Refers to employment placement agencies that have registered with the Recruiter System under separate contract with the Company.
- 6. Hiring Company: Refers to companies that have registered with the Recruiter System under separate contract with the Company. Placement Agencies and Hiring Companies shall be collectively referred to as "Recruiters."
- 7. Resume: Refers to Users' work history and other information registered on the System according to the posting methods specified by the Company.
- 8. Resume Information: Refers to all information provided by Users to the Company or Recruiters through the System, including resumes, communications regarding job postings, application emails, survey responses, and other information.
- 9. Usage History Information: Refers to communication status with Recruiters on the System, received emails from Recruiters, and other information regarding Users' System usage history.
- 10. Other Terms of Use: Refers to provisions established by the Company regarding Users' use of the System other than these Terms.

Article 3. Member Registration Application

- 1. Those who wish to become Meets Work Members shall submit a membership registration application using the method prescribed by the Company after agreeing to the contents of these Terms.
- 2. Persons who have submitted a membership registration application (hereinafter referred to as "Registration Applicants") shall become Meets Work Members at the time the Company approves their application for use.
- 3. Users shall immediately update their information on the System when there are changes to the information provided at the time of membership registration.

Article 4. Non-Acceptance of Member Registration Applications

The Company may, at its discretion, refuse to accept a Registration Applicant's application for use in any of the following cases:

1. When the Registration Applicant has submitted a registration application by means other than the method prescribed in Article 3, Paragraph 1

- 2. When the Registration Applicant has previously had their registration forcibly terminated for violating these Terms
- 3. When the Registration Applicant is a member or associate of anti-social forces
- 4. Other cases where the Company deems it inappropriate

Article 5. Membership Cancellation

- 1. If a User wishes to cancel their Meets Work membership, the User shall notify the Company of their intention to cancel using the method prescribed by the Company.
- 2. The Company may, at its discretion, forcibly terminate a User's registration and deny use of the System in any of the following cases:
 - (1) When it becomes clear that the application for use was made by means other than the method prescribed in Article 3, Paragraph 1
 - (2) When these Terms have been violated
 - (3) When the User has not logged into the System even once for more than one year after member registration
 - (4) Other cases where the Company deems it inappropriate

Article 6. Member Account Possession

- 1. Users shall possess only one member account per person. Multiple member accounts may not be possessed by one person, nor may one member account be jointly possessed by multiple persons.
- 2. Users may not transfer or lend their member account to third parties under any circumstances.
- 3. The provisions of Paragraphs 1 and 2 of this Article shall not apply to cases specifically approved by the Company.

Article 7. Usage Fees

Meets Work membership registration and use of System functions within the scope specified by the Company shall be free of charge.

Article 8. Preparation of Usage Environment

- 1. Users shall appropriately prepare all necessary computers and other equipment, software, and means of communication required to use the System at their own responsibility and expense.
- 2. Users shall implement security measures such as prevention of unauthorized access and information leakage according to their usage environment.
- 3. The Company shall not be involved in or assume any responsibility for Users' usage environments.

Article 9. Password Management

- 1. Users shall be responsible for managing any passwords, member IDs, registered email addresses, etc. (hereinafter collectively referred to as "Passwords, etc.") that the Company provides or allows Users to set for the System under any circumstances.
- 2. During the period of membership, Users may not allow third parties to use, lend, transfer, sell, pledge, or otherwise dispose of Passwords, etc. for System use purposes.
- 3. Users shall be responsible for any damages resulting from insufficient management of Passwords, etc., misuse, or third-party use, and the Company shall assume no responsibility.
- 4. If Users become aware that their Passwords, etc. have become known to third parties or may be used by third parties, they shall immediately notify the Company and follow any instructions provided by the Company.

Article 10. Resume Registration

- 1. After becoming Meets Work Members, Users shall post their resumes using the System within the scope of posting standards defined by the Company, at their own responsibility and judgment.
- 2. Users shall not include personal information (address, email address, telephone number, etc.) of themselves or others in their resumes, and if personal information is included, the Company may delete or modify such portions.
- 3. Users shall immediately update their resume content when changes occur.
- 4. The Company reserves the right to request voluntary deletion or correction, change the public scope of resumes or make them inaccessible (private), or delete or modify all or part of registered information without prior notice if it becomes clear that resumes violate posting standards or contain false information.
- 5. Users agree in advance that the Company may use their resumes within the scope necessary for System management and operation when posted through the "Meets Work" website or when posted in the future.

Article 11. Warranty

Users who post Resume Information warrant to the Company the truthfulness and accuracy of such information and that it does not infringe upon third-party rights. In the event of any dispute with third parties, such Users shall resolve the issue at their own expense and responsibility and shall not cause any inconvenience or damage to the Company.

Article 12. Rights Granted Regarding the System

- 1. Company's Grant of Rights to Users
 - (1) The Company grants Users permission to use the System within the scope defined by the Company.
 - (2) All rights to content provided within the System are owned by the Company, and the Company does not grant Users any license or permission to implement or use patents, utility models, designs, trademarks, copyrights, proprietary know-how, or other intellectual property rights.
 - (3) Users may not reproduce, transmit, transfer, lend, translate, adapt, or otherwise use System content in any manner.
 - (4) The Company does not grant Users any right to sublicense the System.
 - (5) The Company's grant of System use to Users is non-exclusive.
 - (6) Notwithstanding Paragraph 1, Item 1, if Users lose their user status for any reason including cancellation, the right to use the System granted by the Company shall expire.
 - (7) If Users lose their user status for any reason including cancellation, all benefits related to the System shall expire along with the termination of System usage rights, unless otherwise specified by the Company.
- 2. Users' Grant of Rights to the Company
 - (1) Copyright of Resume Information belongs to the Users who created it.
 - (2) The Company may use or license Resume Information as necessary for System operation and smooth provision, System advertising, advertising of third-party products or services related to the System, System development, improvement, maintenance, service enhancement, etc. When using Resume Information, parts of the information or name display may be omitted.
 - (3) The Company may provide Users with new system function notifications, advertisements, email newsletters, System operational administrative communications, and other information.
 - (4) Notwithstanding the preceding paragraph, if Users notify the Company using prescribed methods before or after that they do not wish to receive information, the Company shall not provide information except as necessary for System provision. The Company may remove Users' email addresses from mailing lists if error notifications are received multiple times despite sending emails to registered addresses, or if complaints are received from third parties, regardless of Users' information preferences.
 - (5) The Company may create and freely use (including but not limited to proposals to Recruiters and market research) numerical and statistical data derived from Usage History Information in a form that cannot identify individual Users.

Article 13. Conducting Surveys

- 1. The Company may conduct surveys regarding application status, job offer status, job change status, and other matters related to the System and its use, both while Users are Meets Work Members and after they cease to be Members.
- 2. In such cases, Users shall provide information and opinions based on their own responsibility and warrant to the Company the truthfulness and accuracy of the information and opinions they provide.
- 3. The Company may freely use or license the results of such surveys without Users' prior consent.

Article 14. Prohibited User Actions

Users shall not engage in the following actions related to System use. Users shall be liable for any damages caused to the Company by such actions, and the Company may take all legal measures, both civil and criminal.

- 1. Prohibited Actions Regarding Resume Information and Its Posting
 - (1) Posting Resume Information whose truthfulness is difficult to verify or that contains false content
 - (2) Posting Resume Information that is contrary to public order and morals or may be so
 - (3) Posting other Resume Information deemed inappropriate by the Company
- 2. Other General Prohibited Actions
 - (1) Forwarding emails containing job posting information from Recruiters to others
 - (2) In addition to the preceding item, disclosing to others any job posting information obtained through the System or Recruiters
 - (3) Hindering or potentially hindering the Company's collection of usage fees or other debts from Users or Recruiters
 - (4) Infringing or potentially infringing the Company's or others' copyrights, portrait rights, or other intellectual property rights
 - (5) Infringing or potentially infringing the Company's or others' property or privacy
 - (6) Unjustly discriminating against or defaming the Company or others, promoting unjust discrimination against others, or damaging their reputation or credibility
 - (7) Using the System while impersonating others, pretending to have authority or representation rights without having them, or falsely claiming to have partnership or cooperation relationships with other individuals or organizations
 - (8) Actions that violate or may violate laws, public order and morals, or these Terms as determined by the Company
 - (9) Actions that infringe or may infringe the Company's or others' rights as determined by the Company
 - (10) Using primarily for purposes of sexual intercourse with strangers, obscene acts, or meeting others
 - (11) Interfering with the Company's business operations

- (12) Damaging the credibility of the Company and the System
- (13) Using information obtained through the System for reproduction, sales, publication, or other purposes beyond personal use
- (14) Attempting to access or accessing User system authentication, security features, non-public System information, or accounts without proper authorization
- (15) Actions that burden the Company's or others' servers, interfere with System operation or network systems, cause damage, or may cause such effects
- (16) Other actions prohibited separately by the Company

Article 15. Damages

If Users violate these Terms and cause damage to the Company, Users shall be liable to compensate the Company for all damages, whether direct or indirect.

Article 16. Disclaimers

- 1. Users shall use the System at their own responsibility, and the Company shall not be responsible for any actions taken through System use and their results.
- 2. The Company does not guarantee the legality, morality, reliability, or accuracy of job posting information and Recruiters' words or actions that Users may learn through the System. Users acknowledge this and shall use the System at their own responsibility.
- 3. The Company does not conduct "job placement" as defined in the Employment Security Act through the System.
- 4. The Company shall not be involved in mediating individual employment contracts related to job postings or in disputes arising from such contracts.
- 5. The Company does not guarantee that the System content will be free from technical inaccuracies, typographical errors, or defects and malfunctions.
- 6. External sites linked from the System's information are not managed or operated by the Company, and the Company assumes no responsibility for their content's legality, morality, reliability, accuracy, or changes and updates. Furthermore, the existence of links from the System's information to external sites does not imply any commercial relationship between the Company and such external sites.
- 7. The Company shall not be responsible for any disputes between Users and Recruiters or other third parties arising from System use.
- 8. Users agree that the Company shall not be liable for any damages arising from or related to the following:
 - (1) Users' use or inability to use the System
 - (2) Costs incurred by Users to conduct transactions, obtain information, or substitute services through the System
 - (3) Unauthorized access to or modification of Users' transmissions or data
 - (4) Statements, transmissions, or actions by third parties within the System
 - (5) Other matters related to the System and information provision by the Company
- 9. Responsibility for Resume Information lies with Users themselves. The Company assumes no responsibility for the legality, morality, reliability, accuracy, or other aspects of Resume Information posted by Users.
- 10. If Users defame others' reputation, violate privacy rights, disclose personal information without permission, violate copyright law, or otherwise infringe others' rights, such Users must resolve the issue at their own expense and responsibility, and the Company shall assume no responsibility.
- 11. The Company has the authority to view the content of Resume Information posted by Users and Usage History Information. However, the Company is not obligated to do so. Furthermore, the Company shall not be liable for any damages resulting from such viewing.
- 12. Users acknowledge that the Company has no obligation to store Resume Information and Usage History Information posted by Users through System use, and Users shall maintain backups of necessary information as appropriate.
- 13. The Company has the authority to freely view and delete files uploaded by Users if deemed necessary for System operation, such as when there are circumstances indicating Users are not appropriately using the System. However, the Company is not obligated to do so. Furthermore, the Company shall not be liable for any damages resulting from such actions.
- 14. Users must comply with regulations in the countries and regions where they use the System or information obtained through the System, and the Company shall not be responsible for Users' regulatory violations.
- 15. The Company shall not be responsible for any disputes arising from communications or activities between Users and Recruiters, interactions between Users, or transactions. In the event of disputes between Users and Recruiters or between Users, the parties involved shall resolve such disputes among themselves.

- 16. Users agree in advance that the Company may freely add or modify System functions, and may terminate System provision in the following cases after prior notice on the System to Users, except in emergencies where termination may occur without prior notice:
 - (1) When natural disasters or other emergencies occur or may occur, or when System operation becomes difficult or impossible due to legal amendments or enactment
 - (2) When the Company determines System provision termination is necessary for other unavoidable reasons
- 17. The Company may forcibly terminate User registration, delete all or part of Resume Information, and change public access settings when it has reasonable grounds to believe actions violating these Terms have occurred or may occur, but shall not be liable for any resulting damages.
- 18. Even if the Company performs resume information input agency services at Users' request via email, verbal or other methods, the Company's responsibility shall be limited to cases where the Company intentionally or through gross negligence enters content different from email or verbal requests. Furthermore, the Company only performs resume information input agency services and does not process or modify information.
- 19. The Company shall not be responsible if Users announce gatherings outside the System for Users to meet and broadly gather participants.
- 20. The Company shall not be responsible for any transactions (including participation in promotional campaigns) with advertisers who place advertisements (including prize advertisements) on the System. All matters such as payment of product fees, determination of contract terms, warranties, and guarantees shall be the responsibility of Users and advertisers as parties to the transaction. The Company shall not be liable for any damages arising from transactions conducted through advertisements posted on the System or from the posting of advertisements themselves.
- 21. If a contract between the Company and Users based on these Terms qualifies as a "consumer contract" under Article 2, Paragraph 3 of the Consumer Contract Act (Act No. 61 of 2000), provisions in these Terms concerning the Company's exemption from responsibility shall not apply. In such cases, if the breach of contract or tort is due to the Company's minor negligence, the Company shall compensate only for direct and actual damages suffered by Users.

Article 17. Response to Violations

- 1. If Users are found to have violated these Terms, or if the Company deems it necessary, the Company may take the following actions against such Users. However, the Company is not obligated to do so. Furthermore, the Company shall not be responsible for any disadvantages or damages incurred by Users due to these measures:
 - (1) Demand cessation of actions violating these Terms and prevention of their recurrence
 - (2) Request voluntary deletion or correction of Resume Information
 - (3) Delete all or part of Resume Information, change public access settings, or make it inaccessible (private)
 - (4) Notify Recruiters of the fact that Users violated these Terms and the measures taken under this paragraph
 - (5) Disclose violation facts inside and outside the System, including reporting to police or other public authorities in cases potentially constituting criminal or administrative matters
 - (6) Suspend all or part of System use
 - (7) Forcibly terminate Meets Work membership
 - (8) Refuse to accept Meets Work membership applications
- 2. Users may not object to the Company's response to actions violating these Terms taken in accordance with these Terms.
- 3. If the Company suffers damages due to Users' violation of these Terms, the Company may claim damages from such Users regardless of whether measures under Paragraph 1 were taken.
- 4. The Company shall not be responsible for any consequences arising from actions violating these Terms.

Article 18. System Function Changes

The Company may change, suspend, or terminate all or part of System functions for any reason by providing prior notice to Users.

Article 19. Changes to Terms

- 1. The Company may change these Terms without Users' prior consent within the scope permitted by civil law if it is in Users' general interest, if there are changes in social conditions, economic circumstances, tax systems, or other circumstances, if laws change, if there are changes in System circumstances, or if there are other reasonable grounds.
- 2. When making changes to these Terms under the preceding paragraph, the Company shall notify Users of the changes, their effective date, and the content of the changed Terms prior to their effective date through the Company's website, the System, or other appropriate methods. The changed Terms shall apply from the date specified in the notification after a reasonable period has elapsed.
- 3. When making changes to these Terms not based on Paragraph 1, the Company shall obtain Users' consent to the changed Terms. In this case, the Company shall also notify the content of the changed Terms as specified in the preceding paragraph. Furthermore, if Users use the System after the application date of the changed Terms, they shall be deemed to have consented to the changed Terms.

4. When these Terms are newly established or changed, they shall also apply to Resume Information posted by Users prior to such establishment or changes.

Article 20. Usage Suspension for Maintenance

- 1. Users agree in advance that the Company may temporarily suspend System operation without prior notice or consent from Users in the following cases:
 - (1) When performing maintenance on servers related to the System/Recruiter System or making specification changes or defect corrections
 - (2) When natural disasters or other emergencies occur or may occur, or when System operation becomes difficult or impossible due to legal amendments or enactment
 - (3) When the Company determines temporary suspension is necessary for other unavoidable reasons
- 2. The Company shall not be responsible for any damages to Users or third parties resulting from System operation suspension as specified in the preceding paragraph, and shall not refund any usage fees.

Article 21. Information Deletion After Membership Cancellation

Users acknowledge that all Resume Information and Usage History Information on the System will be deleted and content verification will become impossible when they cease to be Meets Work Members due to registration cancellation or other reasons. However, the Company is not obligated to delete such information.

Article 22. Exclusion of Anti-Social Forces

- 1. Users represent and warrant the following matters now and in the future:
 - (1) That they are not members of organized crime groups, persons who were members of organized crime groups within the past five years, associate members of organized crime groups, persons related to organized crime groups, corporate extortionists, or other anti-social forces (collectively referred to as "Anti-Social Forces")
 - (2) That they do not provide funds or conveniences to, or receive conveniences from, Anti-Social Forces
 - (3) That in addition to the preceding items, they do not have relationships with Anti-Social Forces that would cause social criticism
- 2. The Company may terminate registration without notice if it becomes clear that Users fall under any of the items in the preceding paragraph. However, the Company shall not be liable for any damages to Users resulting from such termination under this paragraph, and if the Company suffers damages, Users must compensate for such damages.

Article 23. Handling of Personal Information

The Company's personal information handling policy shall be as specified in the "Privacy Policy."

Article 24. Use of Attribute Data

- 1. The Company may use technologies such as cookies and JavaScript to collect attribute information that cannot identify individuals (limited to information that cannot identify individuals even when combined) such as age, gender, occupation, and residential area from information provided during member registration, and behavioral history on the site (accessed URLs, content, reference order, etc.). However, attribute information and behavioral history shall not include any personal information.
- 2. The Company may use without restriction any information that cannot identify individuals, including attribute information and behavioral history obtained under the preceding paragraph.

Article 25. Contact Information

Users shall contact the Company through the designated form if they discover violations of these Terms or have questions about the System. However, the Company is not obligated to respond and may refrain from responding at its discretion.

Article 26. Governing Law and Jurisdiction

These Terms shall be governed by Japanese law, and the court having jurisdiction over the location of the defendant's head office shall have exclusive jurisdiction in the first instance for any disputes arising between Users and the Company related to these Terms.

Article 27. Severability

Even if any provision or part of these Terms is determined to be invalid or unenforceable, it shall not affect the validity of other parts or provisions of these Terms, which shall continue to have full force and effect.

Article 28. Language

These Terms are created in Japanese and translated into English. The Japanese version shall be the original, and the English version is created for reference. In case of any conflict between these language versions, the Japanese version shall prevail.

Supplementary Provision Established November 1, 2024

End of Terms of Service