

“KG ZAICO” Terms of Service

Effective April 1, 2026

These Terms of Service (these “Terms”) set forth the conditions for use of the service provided by Kanematsu Corporation (“we,” “us,” or the “Company”) under the name “KG ZAICO” (the “Service” as defined in Article 1(4)).

Article 1 (Definitions)

The following terms used in these Terms shall have the meanings set forth below:

- (1) “ZAICO” means ZAICO Inc., our partner company responsible for the operation and provision of the Service. The Company jointly operates the Service with ZAICO and provides the Service to Registered Users.
- (2) “Site” means the website operated by the Company for providing the Service, accessible at https://web.zaico.co.jp/kgzaico/users/sign_in. If the domain or contents are changed for any reason, “Site” shall mean the website after such change.
- (3) “Application” means the application operated by ZAICO for providing the Service.
- (4) “Service” means the service provided under the name “KG ZAICO,” which processes inventory data synchronized by Registered Users to list inventory types, quantities, etc., and outputs such results to Registered Users. Free and paid plans are available. The Service may be provided via the Site/Application and, in some cases, via hardware or software distributed directly to Registered Users.
- (5) “Service Application Form” means the application form for use of the Service attached to these Terms or otherwise provided by the Company.
- (6) “Registered User” means a corporation or other organization registered as a member of the Service in accordance with Article 3.
- (7) “Member” means personnel of a Registered User authorized to use the Service.
- (8) “Inventory Data” means data such as product names, unit prices, suppliers, and inventory quantities uploaded or provided by a Registered User.

Article 2 (General Provisions)

1. These Terms apply to all contractual relationships between the Company and Registered Users related to the Service.
2. Rules posted separately on the Site/Application shall form part of these Terms. In case of conflict, such posted rules shall prevail.

3. Individual contracts executed between the Company and a Registered User shall form part of these Terms and prevail over these Terms or the Service Application Form if inconsistent.

4. Registered Users shall use the Service in compliance with these Terms and all related agreements.

Article 3 (User Registration)

1. Applicants must agree to these Terms and submit a completed Service Application Form to register.

2. Registration is effective upon notification by the Company. The Company may reject registration without disclosing reasons.

3. Applicants and Registered Users warrant that Registration Information is lawful, non-infringing, current, and accurate.

4. Additional information may be requested as necessary.

5. Registered Users must promptly update Registration Information when changes occur.

Article 4 (User ID and Password Management)

1. The Company issues user IDs and passwords as required.

2. Registered Users must manage credentials responsibly and not share them.

3. Suspected misuse or loss must be reported immediately.

4. Logins with valid credentials are deemed authorized.

5. The Company bears no liability for damages due to credential misuse.

6. All actions under a Registered User account are deemed actions of the Registered User.

Article 5 (Use of the Service)

1. The Registered User may use the Service, and allow its Members to use the Service, only within the scope and term agreed in the Service Application Form or an Individual Contract, and in accordance with these Terms and the methods prescribed by the Company.

2. The Registered User shall ensure that its Members comply with these Terms and agrees that any use of the Service by its Members shall be deemed use by the Registered User. The Registered User shall bear all responsibility for such use.

3. In using the Service, the Registered User agrees to the following, unless otherwise specified in the applicable plan:

(1) The Registered User shall, at its own responsibility and expense, prepare the computers, internet environment, and other equipment necessary to use the Service.

(2) The Registered User shall, at its own responsibility, configure the operating system, hardware, and network environment necessary to use the Service.

(3) The Service support desk may be closed on public holidays, year-end and New Year holidays, or temporary holidays designated by the Company, and such schedules may be changed by notice on the Site and/or the Application without prior notice.

Article 6 (Loaned Items)

1. Certain plans allow borrowing equipment (“Loaned Items”) during the loan period.
2. Loaned Items remain Company property and must be properly managed.
3. Loaned Items may only be used for the Service unless approved.
4. Costs such as electricity are borne by the Registered User.
5. Loss, damage, or theft must be reported immediately.
6. The Registered User is liable for damages caused by negligence or intent.

Article 7 (Disclaimer)

1. The Service is provided without warranties of accuracy, continuity, fitness, or non-infringement.
2. The Company is not liable for decisions made based on Service outputs.
3. Improvements are made at the discretion of the Company or ZAICO.

Article 8 (Fees)

1. Fees must be paid as specified. Transfer fees are borne by the Registered User.
2. Fees are non-refundable unless cancellation procedures are followed.
3. Late payments incur interest at 18.25% per annum.

Article 9 (Partner Company)

The Company may jointly operate or outsource Service operations to ZAICO.

Article 10 (Outsourcing)

The Company may outsource Service operations to third parties.

Article 11 (Prohibited Acts)

Registered Users must not violate laws, infringe rights, misuse the Service, interfere with operations, or engage in other improper conduct.

Article 12 (Ownership of Rights)

1. All intellectual property rights related to the Service, including patents, trademarks, copyrights, and other intellectual property rights (collectively, “Intellectual Property Rights”), shall belong to the Company, ZAICO, or any third party that has licensed such rights to the Company.

Notwithstanding the foregoing, Intellectual Property Rights related to Registration Information and Inventory Data provided by the Registered User shall remain with the Registered User. The Company and ZAICO may use such information only as permitted under these Terms or as necessary to provide the Service.

2. Except as expressly provided in these Terms, use of the Service does not grant the Registered User any rights or licenses to the Intellectual Property Rights of the Company, ZAICO, or any third party.

3. The Registered User shall not engage in reverse engineering, decompiling, disassembling, reproducing, modifying, translating, or otherwise analyzing or altering the Service.

4. If any inventions or other intellectual property arise in connection with the Service, the rights thereto shall belong to the Company, except where otherwise agreed in writing or where such rights already belong to the Registered User or a third party.

5. The Registered User shall promptly notify the Company in writing if any infringement or potential infringement of Intellectual Property Rights related to the Service is discovered.

Article 13 (Force Majeure)

The Company is not liable for service interruptions due to force majeure.

Article 14 (Termination)

The Company may immediately terminate the Service upon breach, insolvency, or other serious events.

Article 15 (Term)

These Terms remain effective during the agreed service period. Certain provisions survive termination.

Article 16 (Cancellation)

1. Registered Users may cancel by completing procedures by the 20th of the preceding month.

2. Fees for unused months may be refunded as specified.

3. Obligations survive cancellation.

4. Data may be deleted upon termination.

Article 17 (Change, Suspension, and Termination of the Service)

1. The Company may change, suspend, or terminate all or part of the Service without prior notice to the Registered User if the Company determines that such action is necessary due to system maintenance, failures of related systems or networks, force majeure events, acts of third parties, or other operational or technical reasons.
2. The Company shall not be liable for any loss or damage incurred by the Registered User as a result of any change, suspension, or termination of the Service under this Article.
3. If the Service is suspended or interrupted and the Company requests the Registered User's cooperation necessary for restoration or resumption of the Service, the Registered User shall promptly comply with such request.
4. The Company may terminate the provision of the Service by giving the Registered User at least one (1) month's prior notice by the method specified in Article 25.
5. Upon termination of the Service pursuant to the preceding paragraph, these Terms and any Individual Contract shall automatically terminate as of the service termination date.
6. The Company shall not be liable for any damages incurred by the Registered User arising from termination of the Service under this Article.

Article 18 (Dispute Handling)

1. If the Registered User receives any claim from a third party in connection with the Service, the Registered User shall promptly notify the Company and, at its own cost and responsibility, handle and resolve such claim.
2. If the Company incurs any loss, damage, cost, or expense, including any amount it is compelled to pay, arising from such claim, the Registered User shall indemnify the Company therefor.

Article 19 (Confidentiality)

Confidential information must not be disclosed except as permitted.

Article 20 (Handling of User Information)

1. User information may be shared with ZAICO to provide the Service.
2. Contract information is stored on Zoho CRM operated by Zoho Corporation. Users agree to Zoho CRM terms ([\[https://www.zoho.com/terms.html\]](https://www.zoho.com/terms.html)).
3. The Company is not liable for leaks attributable to Zoho or ZAICO.
4. Data may be anonymized and used for analytics, improvement, marketing, and business purposes.

5. Data retention is the Registered User's responsibility.
6. The Company has no obligation to retain uploaded data.
7. Free plans may result in automatic data deletion.

Article 21 (Personal Information Protection)

1. Personal information is handled in accordance with the Company's Privacy Policy.
2. Appropriate security measures are implemented.
3. Personal information may be provided to ZAICO, Zoho, and subcontractors. Users agree to their privacy policies.

Article 22 (Compliance)

Registered Users warrant compliance with laws, anti-bribery regulations, and exclusion of anti-social forces.

Article 23 (Damages)

1. If the Company incurs any loss, damage, cost, or expense as a result of the Registered User's breach of these Terms or in connection with the Registered User's use of the Service, the Registered User shall be fully responsible for compensating the Company for all such loss, damage, cost, or expense.

2. If the Registered User suffers any damage in connection with the Service that is attributable to the Company, the Company shall be liable only for direct and ordinary damages actually incurred, excluding any loss of profits or other indirect damages, and such liability shall in no event exceed the amount of the Service fees paid by the Registered User to the Company for one (1) month.

Notwithstanding the foregoing, the Company shall not be liable for any damages incurred by the Registered User in any of the following cases:

- (1) where inspections, judgments, or processing cannot be performed at the time desired by the Registered User;
- (2) where events specified in Article 13 (Force Majeure) occur;
- (3) where such damages arise from the validity, accuracy, or reliability of any inspection results, outputs, or other results generated by the Service;
- (4) where such damages arise from the performance, effectiveness, safety, or accuracy of equipment or systems manufactured or provided by third parties that are connected to or used in conjunction with the Service;

- (5) where the Service cannot be used due to defects, failures, or troubles of services provided by the Company's partners or subcontractors;
- (6) where such damages arise from virus infections or other harm caused by files received or opened by the Registered User at its own responsibility;
- (7) where the Service cannot be used due to loss, misuse, or unavailability of user IDs, passwords, or other credentials attributable to the Registered User;
- (8) where such damages arise from the completeness, accuracy, timeliness, or safety of any information, content, or links provided on the Site and/or the Application;
- (9) where such damages arise from the content or use of websites or applications operated by third parties other than the Company, whether linked from or to the Site and/or the Application;
- (10) where the Service cannot be used due to specifications, defects, or troubles of Loaned Items; or
- (11) where the Service cannot be used for any other reason not attributable to the Company.

Article 24 (Amendment of the Terms)

1. The Company may amend these Terms at any time without obtaining prior consent from the Registered User.
2. In the event of any amendment to these Terms, the Company shall notify the Registered User of the amended content by the method specified in Article 25.
3. If the Registered User uses the Service after the amended Terms become effective, the Registered User shall be deemed to have agreed to such amendments.
4. If the Registered User does not agree to the amended Terms, the Registered User's sole remedy shall be to terminate these Terms in accordance with Article 16. If the Registered User does not terminate these Terms by the date specified by the Company, the Registered User shall be deemed to have agreed to the amended Terms.
5. In the event of any inconsistency between these Terms and the terms or notices displayed on the Site and/or the Application, the terms or notices displayed on the Site and/or the Application shall prevail.

Article 25 (Notices)

1. Any inquiries, communications, or notices between the Registered User and the Company regarding the Service or these Terms shall be made by written document, email, notice on the Site and/or the Application, or any other method determined by the Company.

2. Any notice sent by the Company to the contact information registered by the Registered User shall be deemed delivered at the time of sending. The Company shall not be liable for any damages arising from the Registered User's failure to update such contact information.
3. Any notice given by the Company shall be deemed accepted by the Registered User thirty (30) days after the date on which such notice is sent.

Article 26 (Assignment of Rights and Obligations)

1. The Registered User may not assign, transfer, succeed, pledge, or otherwise dispose of its status under these Terms or any rights or obligations hereunder to any third party without the prior written consent of the Company.
2. If the Company assigns or transfers all or part of the business relating to the Service to a third party, the Company may assign its status under these Terms, as well as its rights and obligations hereunder, and the Registered User's registration information and other customer information, to such third party. The Registered User hereby agrees in advance to such assignment, including assignments resulting from business transfers, corporate splits, or any other form of business succession.

Article 27 (Entire Agreement)

These Terms constitute the entire agreement.

Article 28 (Language)

The English version is the controlling version.

Article 29 (Severability)

If any provision of these Terms is held to be illegal, invalid, or unenforceable by law or a court, the remaining provisions shall remain in full force and effect, and such illegal, invalid, or unenforceable provision shall be replaced or interpreted so as to give effect as closely as possible to its original intent.

Article 30 (Governing Law and Jurisdiction)

These Terms are governed by Japanese law. Tokyo District Court has exclusive jurisdiction.

Article 31 (Consultation)

If any matter not provided for in these Terms arises, or if any question arises regarding the interpretation of these Terms, the Company and the Registered User shall consult with each other in good faith to promptly resolve such matter.