

## Usage Agreement

This Agreement sets forth the terms and conditions for all users (the “User”) for all services provided on the website <https://abcrecords.inc> (the “Service”) operated by ALLentertainment, Inc. (the “Company”).

The User may use the Service only after reading and agreeing to all the terms and conditions of the Agreement. Users who do not agree to the terms and conditions may not use this Service.

### Article 1. Scope of Application

This Agreement shall apply to the Service and all incidental services provided by the Company.

### Article 2. Use of the Service

1. The User shall use the Service at their own risk.
2. The User shall prepare the equipment, software, communication network, etc., required to use the Service at their own risk and expense. The User shall also be responsible for any communication charges, etc., incurred in connection with use of the Service provided by the Company.
3. When purchasing an NFT or other product within the Service (“NFT”), the User may be required to agree to separate terms and conditions set by service providers, payment companies, and other external third parties providing services in connection with the Service.
4. The User shall be responsible for the use and management of registration information, ID, password, and other information that may be needed to use the Service. The Company shall not be liable for any damage to the User incurred through the use of a device or password by a third party.
5. The User warrants that the permission of a legal representative (parent or guardian) has been obtained when the purchase of an NFT on this service is done by a minor. However, this shall not apply when the payment amount is within the amount permitted for “the disposition of property by specifying the purpose thereof” stipulated by the parent or guardian. When a User who was a minor when they used the Service uses the Service after reaching the age of majority, the User shall be deemed to have ratified all legal acts related to the use of the Service.
6. The User must agree to the separate Terms of Use and NFT Usage Agreement when purchasing an NFT within this Service. The User is deemed to have consented to the relevant Terms of Use and Usage Terms by purchasing an NFT on this Service.
7. The User must agree to the separate Distribution Agreement set forth by the Company when distributing NFT works that the User has purchased or acquired ownership of through the Service. The User is deemed to have consented to the Distribution Agreement by submitting an application

for distribution of the NFT.

#### Article 3. Intellectual Property Rights, etc.

All rights related to the Service (ownership rights; patents, copyrights, and other intellectual property rights; portrait rights; publicity rights, etc.) belong to the Company or the third party to whom the rights belong. The Company grants the User non-exclusive, non-transferable usage rights (not including the right to sublicense) that allow the Service to be used only on the User's device in accordance with these Terms of Use.

#### Article 4. Prohibited Actions

1. The User may not reproduce, adapt, disclose to a third party, grant the right to sublicense, distribute, sell, transfer, lend, or provide any program or data that constitutes the Service unless expressly provided in the Terms of Use.
2. In addition to the provisions of the preceding paragraph, the User shall not engage in or risk engaging in any of the following acts in the use of this Service.
  - (1) Acts that infringe upon the rights of (including but not limited to ownership rights, intellectual property rights, portrait rights, and publicity rights) or cause disadvantage or damage to other users, the Company, or a third party
  - (2) Acts that violate public order and morals
  - (3) Acts that violate the law
  - (4) Acts involving the pursuit of profit in connection with the Service without prior written consent from the Company
  - (5) Acts that interfere with operation of the Service, etc.
  - (6) Acts that damage or defame the reputation of the Service
  - (7) Acts involving use of the service in any way other than those approved by the Company
  - (8) Acts involving transferring, lending, publicly transmitting, or licensing the use of the Service
  - (9) Acts involving copying, adapting, editing, modifying, disassembling, decompiling, or reverse engineering programs related to the Service
  - (10) Criminal acts or acts that lead to criminal acts
  - (11) Acts involving uses that are not expressly provided in the Agreement
  - (12) Acts that violate the Terms of Use and Usage Agreement, etc., set forth in Article 2, Paragraphs 3 and 6.
3. In the event that the User violates the provisions of this article and infringes upon rights or causes other such problems, the User shall resolve the problem at their own risk and expense, and shall not cause any inconvenience or damage to the Company; and, in the event that the User causes damage the Company, the User shall compensate for all damages.

#### Article 5. Provision of the Service

1. The Company warrants that it owns or manages all rights necessary to grant the User a license under the Agreement with respect to the Service and provides the Service as is.
2. The Service involves the trade of NFTs using blockchain (distributed ledger) technology such as Ethereum. This is not a service for storing, managing, depositing, trading, exchanging, brokerage, mediation, or transferring cryptocurrency. While the Service allows users to trade NFTs in accordance with the Terms of Use of use stipulated for each NFT, it is not intended for storing, managing, depositing, trading, exchanging, brokerage, mediation, or transferring NFTs. The User shall store and manage NFTs obtained through this Service at their own risk.
3. The User acknowledges and agrees in advance when using the Service that information regarding metadata and transactions in connection with tokens and wallets included in the NFT for the goods and services on the Service are public based on blockchain technology and may be viewed by anyone.
4. The Company may suspend, change, discontinue, or terminate the Service, in whole or in part, for any reason or change the specifications of the Service without prior notice, and the User acknowledges and agrees to this in advance.

#### Article 6. Warranty

1. The Company's liability with respect to the Service shall be limited to the use of reasonable efforts to perform the Services on behalf of the User, unless otherwise specified.
2. The Service (including goods and services sold or provided through the Service) is provided as is, and the Company does not deny the possibility of defects nor makes any warranties or guarantees of operation. The Company makes no warranties, including express, implied, or statutory warranties, or any warranties arising through a series of trades, usage, or trade practice, including any implied warranty of accuracy, availability, certainty, safety, usefulness, quality satisfaction, appropriateness for a particular purpose, correctness, and non-infringement of third-party rights regarding the condition of the Service, its continuous availability, and all functions, information, and benefits achieved through the Service.
3. The Company does not warrant that the Service is available for all devices, environments, areas, etc., nor that the services provided by network carriers will be uninterrupted or free from bugs and other defects. No advice, oral or written, provided by the Company shall be considered a warranty.
4. The Company shall not be liable to the User for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of credit, interruptions to business, malfunction or defects to equipment used, or any other direct, indirect, special, incidental,

consequential, or punitive damages arising from the Agreement or actions taken in connection with the Agreement, to the extent permitted by the law.

5. The Company shall not be liable for any damages to a User or third party suffered as a result of using the Service unless otherwise specified in the Agreement.
6. The Company is not liable for any damages caused to the User by the inability to access the Service normally due to the User's device or network environment.
7. Other services that have links or icons to this Service are provided by the operators of the respective service, and the User shall use these at their own risk. The Company shall not be liable for any damages incurred by the User or a third party as a result of the content or the use of such services.
8. The User shall be responsible for backing up information, content, etc. obtained through the Service.
9. The Company is not obliged to repair or improve any bugs, etc., in the Service. However, the Company may provide the User with updated versions of the Service or updated information, etc. In doing so, the updated version or updated information shall be treated as the Service, and this Agreement shall apply automatically.
10. The Company makes no warranties on products, services, or advertisements other than the Service provided by a third party in connection with the Service.
11. The Company may suspend provision of all or part of the Service, suspend or withhold payment, or take any other necessary action in the event of any of the following (including cases in which similar circumstances arise), for which the User agrees in advance that the Company shall not be liable in any way.
  - (1) During regular or emergency maintenance of the system.
  - (2) When a network failure occurs.
  - (3) When unable to provide the Service due to fire, power outages, etc.
  - (4) When unable to provide the Service due to natural disasters such as earthquakes, volcanic eruptions, floods, or tsunamis
  - (5) When unable to provide the Service due to war, terrorism, riots, rebellion, labor disputes, etc.
  - (6) When the User commits or may commit an act that violates these Terms of Use.
  - (7) When implementing emergency security measures against computer viruses, hacking, etc.
  - (8) When temporary suspension of the Service is deemed necessary for operational or technical reasons.
  - (9) When there is a failure, change of terms, change of specifications, suspension of service, or any other circumstances that prevent the provision of external services used, such as cloud service.
12. The Company shall provide the Service within the scope of terms of use, restrictions, etc. of external services used, such as cloud services, and the User agrees to this in advance.
13. The Company's liability to the User under this Agreement, whether for breach of contract, default

of obligation, or tort under law, shall be limited to the scope of this Agreement.

14. The Company shall not be liable for any business trade relationship between the User and any third party, and the User agrees to this in advance.

#### Article 7. Handling of User Information

The Company shall handle information on Users acquired through this Service according to the "Privacy Policy" stipulated separately by the Company.

#### Article 8. Restrictions on Use

The Company may restrict use of all or part of the Service without prior notice and take any other actions necessary against the User if the Company determines that any of the following applies or may apply. The Company shall not be liable for any damages caused to the User as a result of this, and the User agrees to this in advance.

- (1) When the User violates any of the provisions of the Agreement or other related agreements
- (2) When a fraudulent act is discovered
- (3) When the User has not used the Service for more than a certain period of time set by the Company
- (4) When it is otherwise deemed that the User's use of the Service is inappropriate

#### Article 9. Revisions to the Agreement

1. The Company may, at its discretion, change the Agreement at any time without obtaining the prior consent of the User if it determines that there are reasonable grounds to do so, to the extent that such change is not contrary to the purpose of the Agreement and is reasonable in light of the necessity of the change, the reasonableness of the content after the change, and other circumstances related to the change.
2. The amended Agreement shall be posted on the website and shall come into effect at the time specified by the Company (which shall be at least two weeks after it is posted) unless otherwise specified by the Company.
3. The User may disagree to changes to the Agreement by stopping use of the Service.
4. The User is deemed to have agreed to the Changes to the Agreement when they use the Service after the changes to the Agreement have come into effect.
5. The newly enacted or amended Agreement may be applied to actions performed by the User prior to the enactment or change.
6. Even if a provision of these terms is determined to be invalid, in whole or in part, under the law, the remaining Terms and the Agreement shall remain in force. Even if a portion of the Agreement is invalidated or revoked for a particular User, the Agreement will remain valid for other Users.

7. The failure to exercise or enforce any of the rights set forth in the Agreement shall not constitute a waiver of such rights on the part of the Company.

#### Article 10. Confidentiality and Protection of Personal Information

1. The User shall not divulge any business or technical information of the Company ("Confidential Information") obtained while using the Service to any third party. However, this does not apply to any of the following cases, with the exception of personal information.

(1) Information already known prior to acquisition.

(2) Information that was public knowledge prior to acquisition.

(3) Information that became public knowledge after acquisition through no fault of the User.

(4) Information obtained without an obligation of confidentiality from a third party with legitimate authority.

(5) Information developed independently of any information provided by the Company.

(6) When disclosure is required by law (including sentences from a judicial body or orders from an administrative agency, etc.).

2. The User shall not use Confidential Information for any purpose other than those set forth in the Agreement without the prior written consent of the Company.

3. The obligations set forth in the preceding two paragraphs shall survive termination of the Agreement.

#### Article 11. Other

In the event the Company is liable for damages to the User for any reason, the Company's liability to the User shall be limited to the total fees received by the Company from the User under this Agreement during the twelve (12) month period immediately preceding the occurrence of the damages for which the Company is liable, regardless of the cause. The Company's liability shall be limited to direct, actual, and ordinary damages, and shall not include damages arising from special circumstances, lost profits, or damages based on claims for compensation from third parties. The limitations of liability in this section do not apply to cases of willful or gross negligence on the part of the Company.

#### Article 12. Assignment of Rights and Obligations

The User shall not transfer all or part of the status or rights and obligations under this Agreement to a third party, nor assign, transfer, or provide as collateral to a third party any of the rights and obligations arising under this Agreement.

#### Article 13. Exclusion of Antisocial Forces

The User declares that they (1) are not an organized crime group as stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members or ordinances to exclude Antisocial Forces in the

prefecture where their headquarters, branches, or other major offices are located; are not a member of such an organized crime group, have not been a member of an organized crime group for more than five (5) years, are not affiliated with an organized crime group, and not fall under any similar categories stipulated by the law; and (2) that they will not use threatening language or actions, violence, deception or force to obstruct business or damage credibility, or make undue demands that surpass legal responsibility, or to engage in any other similar acts, either on their own or through a third party, with respect to this Agreement; and warranties that they will not fall under (1) or commit the acts in (2) in the future.

#### Article 14. Consultation and Court of Jurisdiction

Should any doubt or problem arise between the User, the Company, or any third party in connection with the Service, the Parties involved shall consult with each other in good faith and attempt to resolve the issue. The Tokyo District Court shall be the exclusive jurisdiction court of first instance for any dispute arising from this Agreement that is unable to be resolved through consultation. This Agreement shall be governed by the laws of Japan.

Created March 16, 2022