

Motivation Cloud Role Development Survey Terms of Use

Article 1. Conducting a Survey

The survey organizer (hereinafter referred to as the "Organizer") shall conduct the survey online using the system (hereinafter referred to as the "Service") provided by Link And Motivation Inc. (hereinafter referred to as the "Company") to the users (hereinafter referred to as the "Users") of the survey (hereinafter referred to as the "Survey") as defined in Article 2.

Article 2. Survey Users

Users are defined as those who use the Service for purposes such as responding to the survey, viewing the survey results, and taking improvement actions based on the results, based on the Organizer's intent. Users are allowed to use the Service by accepting all the terms and conditions of these Terms of Use and the "Privacy Notice" after the Organizer has registered their information in the system. Users shall be entitled to request the Organizer to disclose and correct the registered information.

Article 3. Users' Responsibility

1. Users shall use the Service in accordance with the method notified to Users by the Organizer.
2. Users shall use the Service at their own will and responsibility, based on their understanding of the purpose for which the Organizer uses the Service.
3. Users shall be responsible for the content of their survey responses.

Article 4. Use of the Service

Users shall access the Service using the URL notified by the Organizer and use it according to the instructions of the Organizer. The Survey shall be conducted in a manner that does not identify individual respondents, and the responses shall be statistically processed. Upon completion of the survey responses, the results shall be reported to the Organizer.

Article 5. Usable Period of the Service

The usable period of the Service shall be a period determined separately by the Organizer. Users may not use the Service outside of the usable period of the Service.

Article 6. Prohibited Acts of Users

Users shall not engage in any of the following acts:

- (1) Using the Service in any method other than those specified by the Company;
- (2) Disassembling, decompiling, reverse engineering, or otherwise attempting to obtain the

- source code of the Service or the software that constitutes the Service;
- (3) Unauthorized access to, cracking of, or any other acts that cause disruption to the facilities, etc., that constitute the Service;
 - (4) Allowing a third party to use, lend, or transfer the account and password for the Service;
 - (5) Using or attempting to obtain the account and password of other Users;
 - (6) Inputting any information obtained through the Service (ideas, know-how, documents, data, etc.) into generative artificial intelligence;
 - (7) Deliberately registering false information to the Service;
 - (8) Acts that infringe on the rights of others including copyrights, trademarks, privacy rights, name rights, portrait rights, and moral rights;
 - (9) Acts that defame any individual or organization;
 - (10) Acts that are or may be contrary to laws and regulations or public order and standards of decency;
 - (11) Providing information to any third party regarding the Service;
 - (12) Acts that hinder operations of the Service.

Article 7. Handling and Modification of Survey Results

Neither the Company nor the Organizer shall be obliged to return Users' responses or survey results. Users shall not be able to modify their responses on the Service after the usable period has ended.

Article 8. Suspension of User's use of the Service

The Company and the Organizer may suspend the use of all or part of the Service by the User without prior notice to the User if the Company or the Organizer determines that the User has violated these Terms of Use.

Article 9. Consignment

The Company may consign all or part of the Service to a third party. In such cases, the Company shall require such third party (hereinafter referred to as "Consignee") to assume the same obligations as the Company assumes under these Terms of Use, and the Company itself shall also assume the obligations of the Consignee jointly and severally.

Article 10. Changes to the Service, etc.

The Company may change or temporarily suspend the Service without prior notice to Users.

Article 11. The Company's Responsibility

1. The Company shall not be liable for any damages (including mental distress or other financial

loss) arising from the use of the Service by the User unless the Company is at fault. Even in the event where the Company shall be liable, its liability shall be limited to compensation for direct and ordinary damages in the absence of intent or gross negligence on its part.

2. The Company shall not be liable for any temporary unavailability of the Service due to line congestion or disturbance, unforeseeable computer troubles, etc.
3. The Company shall not be liable for any damage caused by computer viruses that cannot be prevented by the computer virus countermeasures that should normally be taken. The Company does not warrant that data in the Service will not be deleted or altered, or that there will be no failure, error, or malfunction in the provision of the Service due to computer viruses or other force majeure events.

Privacy Notice

In conducting the survey using Motivation Cloud Role Development (one of the Motivation Cloud services set forth in Section 1.(2), hereinafter referred to as the "Service"), the survey organizer (hereinafter referred to as the "Organizer") will handle your personal information in compliance with data protection laws and regulations applicable to the Organizer. The details of such handling are as follows. Please review the following and use the Service only if you agree to these terms.

1. Acquisition and Purpose of Use and Scope of Use of Personal Information

- (1) The Organizer will share your name, contact information, and personal information transmitted through your responses or input to the Service (including information acquired before agreement to this document) with the Organizer and Link And Motivation Inc., the provider of the Service, or its affiliated companies (hereinafter collectively referred to as "LMG"). This information will be used for the purpose of distributing survey forms, formulating personnel measures based on the results of the survey, and measuring the effectiveness of such personnel measures.
- (2) LMG will use your personal information for the purpose of providing Motivation Cloud (a suite of services provided by LMG that visualizes the status of organizations and individual employees and supports the achievement of sustainable organizational performance by promoting improvements based on identified issues, consisting of the following services: (i) Motivation Cloud Engagement, (ii) Motivation Cloud Role Development, (iii) Motivation Cloud Sharing, and (iv) Motivation Cloud Management), analyzing its validity, reliability, and trends, and supporting its development and improvement.
- (3) LMG will use your personal information, after processing it into a format that cannot identify you, for the purpose of researching and publishing the correlation between survey results and organizational conditions.

2. Security Measures to Protect Personal Information

The Organizer or LMG shall take reasonable security measures to prevent the leakage of personal information provided by you through the use of the Service.

3. Disclosure of Personal Information to Third Parties

In principle, the Organizer or LMG will not disclose registered personal information to third parties without your consent. However, such personal information may be disclosed without your consent to

the extent that such disclosure does not violate the laws and regulations related to the protection of personal information.

4. Scope of Third Parties

In the following cases, the person receiving the relevant personal information shall not be deemed a third party for the purposes of the provisions of this Article:

- (1) Where LMG entrusts all or part of the handling of personal information to a third party within the scope necessary to achieve the Organizer's purpose of use;
- (2) Where personal information is provided in connection with the succession of business of LMG due to a merger or other reasons.

5. Transfer of Personal Information to Third Countries

The Organizer or LMG may transfer your personal information to a third country that is not the country you reside in, including Japan, for the above purposes. In such cases, the Organizer or LMG will implement measures necessary to protect personal information, such as adequacy decisions and execution of standard contractual clauses stipulated by supervisory authorities, in accordance with applicable laws and regulations.

6. Disclosure of Personal Information, etc.

You have the right to withdraw your consent and the right to access, correct, and delete your own personal information. If you have requests or questions regarding the Privacy Notice, please submit inquiries to the Organizer.