

Benefit Strategies K. K.

Terms of Use for Medical Checkup Result Management System

Article 1 Terms of Use

1. These Terms of Use for the Medical Checkup Result Management System set forth the terms and conditions for use of the Medical Checkup Reservation Service provided by Benefit Strategies K. K. (hereinafter referred to as "BFS") via the Internet.
2. The Contractor (as defined in Article 2) should describe the contents of the Terms of Use to the User who has approved the use of the Service (as defined in Article 2) and ensure that the User complies with the Terms of Use from the beginning of the User's service use.
3. The User (as defined in Article 2) should use the Service in compliance with this Terms of Use.

Article 2 Definitions

For the purpose of the Terms of Use, the following terms have the meanings set forth below:

1. "Terms of Use" means the terms of Use of the Medical Checkup Results Management System.
2. "System" means the Medical Checkup Results Management System provided by BFS through the Internet.
3. "Service" means the System and the related information provided pursuant to the contract between the Contractor and BFS.
4. "Contractor" means a legal entity or organization that has accepted the Terms of Use and has entered into a contract with BFS for the provision of the Service.
5. "User" means a person who has the right to use the Service based on the contract between the Contractor and BFS.
6. "Value HR" means Value HR Co., Ltd., Japan which BFS outsources the operation of the Medical Checkup Management System based on an outsourcing contract between BFS and Value HR Co., Ltd.

Article 3 Characteristics of the Service

1. The Service does not guarantee the resolution of the User's problem, nor does it act as a substitute for medical treatment or decisions by an industrial doctor to take a leave of absence or reinstate the User to work.
2. System's display and notification of medical checkup results and judgment results are based on the contract between the Contractor and BFS, and may differ from the medical checkup results and judgment results notified by the medical institution to the User in the following cases:
 1. In the display of judgment results (A to FF), those not specifically marked as medical institution judgment are based on the uniform standard judgment designated in advance by the Contractor, and may differ from the judgment of the medical institution.
 2. System's display of medical checkup results might not contain all of the test items indicated in the medical institution 's medical checkup results because registration is dependent on the information provided by the Contractor and the entry method defined by the Contractor ahead of time. In addition, the System may register the results of examination items obtained at the User's own expense in accordance with the contract between User and the Contractor.
 3. In cases that the Contractor has introduced the function for recommending re-examination or the function for recommending full medical examination including cancer, the test items, numerical values, and judgment for the recommendation may differ from those notified by medical institutions, as they are notified to the subject based on the criteria specified by the Contractor in advance.
 4. Furthermore, the judgment and notification based on the criteria specified in advance by the Contractor may differ from the results, judgment, and notification from the medical institutions where the user obtained the medical checkup.
3. The User shall confirm the results of the medical checkup from the medical institutions where the User obtained the medical checkup as well as any remarks pointed out by the medical institutions (hereinafter generally referred to as "Medical Checkup Results, etc.").
4. The User acknowledges that the information provided by this System is reference material based on the results of the Medical Checkup Result, etc., and that the User must make necessary decisions based on the results of the

Medical Checkup Result, etc., regardless of the content of the information provided by this System.

Article 4 Personal Information

1. In accordance with "Personal Information Protection Policy" separately stated by BFS, BFS shall pay sufficient attention to the protection of the privacy of Users' personal information and manage such personal information responsibly.
2. BFS may use cookies for the convenience of Users and to identify their terminals. However, under no circumstances shall BFS share information in such a way that allows an individual to be individually identified.

Article 5 User ID and Password

1. BFS shall issue a user ID and password for each user.
2. The Users are fully responsible for the use and management of their user IDs and passwords.
3. The User should not transfer, acquire, lend, disclose, or reveal the user ID and password in the preceding paragraph to any other party, nor shall any third party use the user ID and password under any circumstances.
4. BFS shall not be liable for any damages incurred by the User as a result of a third party's usage of the User's user ID and password. In addition, any use of the Service made with an user ID or password shall be deemed to have been made by such User, and said User shall bear all responsibility for Use. However, this shall not apply in the event of intentional or negligence on the part of BFS, or in the event that an user ID or password is leaked by BFS and a third party uses the ID or password as a result of such leakage.

Article 6 Ownership of Intellectual Property Rights

1. All intellectual property rights contained in the Service shall belong to the legitimate right holders, such as BFS or Value HR.
2. Users may not reproduce, publish, transmit, distribute, transfer, lend, sell, publish, translate, adapt, license, reprint, reuse, or otherwise use all or part of the information concerning the Service without permission for any purpose other than the purpose of the Service, such as viewing and managing information provided by the System.

Article 7 Prohibition of Unauthorized Use of Information

1. The legitimate rights holders, such as BFS or Value HR, own all copyrights, trademarks, intellectual property rights, portrait rights, publicity rights, and all other rights to the information provided by the Service, as well as the

text, photographs, designs, logos, software, and other information posted on the System.

2. Infringement on the above rights, in whole or in part, of the contents of the System for any purpose, is prohibited without prior written approval of BFS or the legal right holders, including Value HR.

Article 8 Prohibited Acts

1. The following acts are prohibited in the use of the Service by the User: If a User engages in any of these prohibited acts, BFS may suspend User's use of the Service or terminate the User's registration:
 1. Acts that violate laws, rules, ordinances, etc.
 2. Acts that are against public order and morals.
 3. Acts that disadvantage third parties.
 4. Acting in violation of the Terms of Use.
 5. Acts that impede the running of BFS.
 6. Any other act that BFS deems inappropriate.

Article 9 Principle of self-responsibility

1. The User assumes complete responsibility for his or her own use of the Service, as well as any and all actions done and results gained via the use of the Service.
2. In the event that a problem arising from a violation of the provisions set forth in Articles 7 and 8 above, the User shall resolve the problem on his or her own responsibility and expense, and shall not cause any inconvenience or damage to BFS or any legitimate right holder, including Value HR.

Article 10 Loss of Eligibility for Use

User shall lose his or her eligibility for use of the Service in the event of any of the following:

1. When the contract between the Contractor and BFS is terminated or suspended.
2. When the User loses his or her qualification as a member of the Contractor.
3. When the Contractor applies for withdrawal from membership.
4. When the Article 8 applies and Contractor's eligibility is terminated.
5. When BFS otherwise deems the Contractor to be unsuitable as a user.

Article 11 Temporary Suspension of the Service

1. BFS may temporarily suspend the Service without prior notice to the User in the event of any of the following events:
 1. In the event of periodic or emergency maintenance of the equipment

for the System, etc.

2. When the Service cannot be provided due to fire, power outage, etc.
 3. When natural disasters such as earthquakes, eruptions, floods, or tsunami occur.
 4. In the event that provision of the Service becomes impossible due to war, riot, civil commotion, labor dispute, etc.
 5. In the event that the Service becomes impossible due to other operational or technical reasons. In any other cases where BFS deems it necessary to temporarily suspend the Service for operational or technical reasons.
2. Even if the provision of the Service is delayed or interrupted due to any of the items in the preceding paragraph or for any other reason, BFS shall not be liable for any damages incurred by the User or any other party arising from such delay or interruption, except as specifically provided in this Terms of Use.

Article 12 Modification of these Terms of Use

1. BFS may, at its discretion, change this Terms of Use without obtaining User's approval, and such changes shall take effect from the time they are posted on the System.
2. The User must check the latest version of the Terms of Use before using the Service, and by using Service, Users are deemed to have agreed to the Terms of Use.

Article 13 Applicable Law and Court of Jurisdiction

This Terms of Use shall be governed and construed in accordance with laws of Japan. In the event of any dispute between BFS and User, the Tokyo District Court shall have an exclusive jurisdiction as the court of first instance.