

## **BANDAI TCG ONLINE LOBBY Terms of Service**

### Article 1: About this agreement

1.1: When using "BANDAI TCG ONLINE LOBBY" (hereinafter referred to as "this Service"), the terms of use (hereinafter referred to as the "Agreement") established by Bandai Co., Ltd. (hereinafter referred to as "Bandai") apply.

1.2: The Agreement establishes the matters necessary for Bandai to provide and operate this Service. Users who agree to the Agreement may use this website (hereinafter referred to as "this site") where this Service is provided, on the conditions that the user complies with the Agreement. Additionally, users who use this Service will be deemed to have agreed to the Agreement.

1.3: Bandai reserves the right to alter the Agreement at any time and for any reason within a reasonable notice period.

1.4: The Agreement altered based on the preceding section will be followed by a notification on this site. Users who continue to use this Service after the notification will be deemed by Bandai as to have agreed to all contents of the Agreement after the change.

1.5: If a user disagrees with the Agreement after changes, the user must immediately discontinue using this Service.

1.6: Bandai takes no responsibility for damages caused by not confirming the altered contents of the Agreement due to the user's circumstances.

### Article 2: This Service

This Service is intended to provide a virtual space where purchasers of Bandai's card products (hereinafter referred to as the "product") can play online matches against other purchasers using this product. Please visit this Service's official site for detailed information on the product, its use, product details and other matters related to this Service. Moreover, users will be required to use the Service Bandai TCG Connect, provided separately by Bandai, in order to play online matches using the product.

### Article 3: Use of this Service

3.1: To use this Service, users must register for a Bandai Namco ID operated by Bandai Namco Entertainment, Inc. Users can log in to this Service using their Bandai Namco ID.

3.2: Members must strictly manage their Bandai Namco ID and password to prevent use by third parties.

3.3: Bandai considers the user of this Service to be the person associated with the Bandai Namco ID used for this Service. Bandai shall not be liable for any damages suffered by the user due to unauthorized use by a third party, including the theft of the Bandai Namco ID and password, unless there is a reason attributable to BANDAI.

3.4: This Service may have terms of use (usage period, exclusive usage for lottery winners, etc.). Users who do not meet the terms of use may not use this Service.

### Article 4: Terms of use and rights

4.1: The user shall use this Service at their own risk. In addition, this Service does not guarantee compatibility with all devices and environments.

4.2: Users may use this Service free of charge, but users are responsible for any and all fees for devices and communications required to use this Service.

4.3: All rights such as copyrights (including Articles 27 and 28 of the Copyright Law) and other intellectual property rights related to this Service and all content and usage data provided to users through this Service belong to Bandai or to third parties who have permission of usage. That right will not be transferred to the user under any circumstances, and users will be granted only the usage right based on the Agreement.

4.4: The usage of contents as described in the preceding section is non-exclusively licensed by Bandai to the user for the purpose of private and non-commercial use within

this Service in accordance with the Agreement, and may not be used for other purposes under any circumstances.

4.5: Bandai reserves the right to set, construct, and alter the specifications, rules, design, audio and visual expression and effects, parameters, and any other matters of this Service. Users are expected to agree to this in advance.

#### Article 5: Prohibited acts

The user shall not perform the following acts when using this Service.

- 1: All commercial activities using this Service .
- 2: Acts of providing information that is different from fact when using this Service .
- 3: Acts of using this Service for improper purposes.
- 4: Any of the following actions against Bandai or a third party.
  - (1) Acts that infringe on intellectual property rights and other rights and interests.
  - (2) Acts that infringe on rights such as property and privacy.
  - (3) Acts of unfair discrimination, slander, defamation, or those that damage credibility.
  - (4) Acts that interfere with or cause inconvenience to Bandai's business, including the smooth operation of this Service.
  - (5) Using another person's account with or without consent.
  - (6) Acts of harassment in any form.
5. Criminal acts or acts contrary to public order and morals.
6. Disassembling, decompiling, reverse engineering, and other acts such as analyzing the source code, structure, ideas, etc. of this Service.
7. Acts of copying, transmitting, transferring, lending, translating, adapting, modifying, destroying, or combining this Service with other software.
8. Acts of reprinting, copying, modifying, accumulating or transferring the contents and data of this Service.
9. Acts of using this Service in situations or places where it is inappropriate to use this Service, such as while driving a vehicle or in a dangerous place.
10. The act of transferring or assigning any rights and obligations of Bandai to a third party without the prior consent of Bandai.
11. Other acts that violate this Agreement or laws and regulations.
12. Acts that induce, attract, or encourage a third party to perform the above acts.
13. Acts that Bandai determines to fall under or may fall under the above.
14. Other acts that Bandai deems inappropriate.

#### Article 6: Disposition for violations

If Bandai determines that a user violates any provision of this Agreement, Bandai may request the user to suspend the use of this Service or take other appropriate measures. In this case, the user must follow the instructions provided by Bandai, and Bandai will not be liable to the user in the event of any disadvantage or damage to the user.

#### Article 7: User responsibility

The user shall settle any dispute with a third party caused by their own actions (including performing prohibited acts) in using this Service at the user's responsibility and expense. Bandai shall not bear any responsibility nor shall be held liable. If Bandai or any other third party suffers damage due to a dispute, the user shall be liable for the damages caused.

#### Article 8: Changes/modifications of this Service

Bandai reserves the right to change or modify all or parts of this Service at any time without prior notice or consent to the user.

#### Article 9: Disclaimer

9.1: Bandai does not guarantee any of the following:

- (1) The completeness and accuracy of the information provided.
  - (2) That this Service can be used without interruption under any environment.
  - (3) That user usage data is reflected.
  - (4) Operation with all devices.
  - (5) That there are no defects such as bugs or errors in this Service.
  - (6) That this Service has permanence in its existence, content and method of provision (including, but not limited to, the ability of this Service to be used permanently in the future).
- 9.2: With the exception in certain cases where Bandai may have intentionally or negligently caused any damages suffered by the user or a third party due to the inability to use all or part of this Service, including items not guaranteed in each item as described in the preceding section, Bandai assumes no responsibility, regardless of the cause. In addition, even in situations where Bandai is liable for damages, it shall be limited to direct and actual damages caused to the user.
- 9.3: In addition to the preceding section, Bandai will not be liable for any damages to users caused by reasons beyond its control.

#### Article 10: Acquisition of information

10.1: This Service uses the "cookie" function for the purposes described below.

- (1) To provide more convenience when using this Service when users access this site.
- (2) To measure and analyze the usage of this Service.

10.2: When a user visits this site, a cookie is recorded on the user's browser. However, recorded information does not include information that can identify the individual user.

10.3: Users can also refuse to accept cookies by changing the settings of their browser themselves. However, in doing so, some parts of this Service may become unavailable.

#### Article 11: Governing law and consensus jurisdiction

11.1: The governing law regarding this Service and this Agreement shall be Japanese law and shall be interpreted in accordance with Japanese law.

11.2: If there is a need for a proceeding between the user and Bandai regarding this Service and this Agreement, the Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance.

End

Date of enactment: MM/DD/2021