

# GenbaNEXT Terms and Conditions of Use

**Last Updated On: 14<sup>th</sup> October, 2021**

These Genbanext Terms and Conditions of Use (these “Terms and Conditions”) set forth the terms and conditions for the use of any and all products and services including the website “<https://genbanext.com/>” (collectively, the “Services”) provided by Genbanext Technologies Private Limited (“Genbanext”) to users of the Services (the “User” or “Users”, depending upon the context). The Users’ usage of the Services is subject to their agreement with these Terms and Conditions.

## 1. Definitions

- 1.1. “Contents” means information such as Images, Videos, Audios, Files of any format (PDF, PPT, DOC etc.), Text, Software, Programs, Computer Code, and other information captured/taken on the Service with objective of uploading and transmitting on the Service.
- 1.2. “Submitted Contents” means Contents that Users have submitted, transmitted or uploaded on or to the Services.
- 1.3. “Subject Contents” means the Contents accessed and consumed from the Submitted Contents.

## 2. Agreement to these Terms and Conditions

- 2.1. All Users shall use the Services in accordance with these Terms and Conditions. Users may not use the Services unless they agree to these Terms and Conditions.
- 2.2. If Users will be using the Services on behalf of, or for the purposes of, a business enterprise, then such business enterprise must also agree to these Terms and Conditions prior to using the Services.
- 2.3. Users who are minors may only use the Services by obtaining prior consent from their parents or legal guardians.

## 3. Modification to these Terms and Conditions

- 3.1. These Terms and Conditions may be amended as new services, features, technology, or legal requirements arise or the like. Please check and review from time to time.
- 3.2. In case any significant updates or changes are made, Users will be notified of the same and in cases where it is required, we will make sure to take your consent.
- 3.3. In such case we will publicize the same to Users by notifying Users in the manner prescribed by Genbanext.

#### 4. User Account

- 4.1. When using the Services, Users may need to set up or will be set up by another User already registered with an account by registering certain information. Users must register true, accurate and complete information, and where required upload the necessary proof documents in the prescribed format and further must revise the same to keep such information up-to-date at all times.
- 4.2. Any User who has registered for the Services may delete such User's account and cancel the Services at any time.
- 4.3. Genbanext reserves the right to delete any account that has been inactive for a period of three (3) years or more since its last activation, without any prior notice to the applicable User.
- 4.4. Any and all rights of a User to use the Service shall cease to exist when such User's account has been deleted for any reason. Genbanext will continue to archive User accounts that have been deleted for a definite period of time as prescribed by Genbanext within which period the User can request to retrieve/restore their account. Please take note that beyond such a definite period an account cannot be retrieved even if a User had accidentally deleted their account.
- 4.5. Each account in the Services is for exclusive use and belongs solely to the intended User of such account. Users may not transfer, lease or otherwise dispose their rights to use the Service to any third party, nor may the same be inherited or succeeded to by any third party.

#### 5. Provision of the Service

- 5.1. Users shall supply PCs, mobile phone devices, smartphones and other communication devices, operating systems, communication methods, internet connectivity and electricity, etc. necessary for using the Services at their own responsibility and expense.
- 5.2. Genbanext reserves the right to limit access to all or part of the Services by Users depending upon conditions that Genbanext considers necessary, such as the identification of User, current registration status, and the like.
- 5.3. Genbanext reserves the right to modify, at Genbanext's discretion, all or part of the Services as Genbanext determines necessary anytime without any prior notice to Users.
- 5.4. Genbanext is always trying to improve our Services. That means we may expand, add, or remove our Services, features, functionalities, and the support of certain devices and platforms. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at

any time. Genbanext may cease providing all or part of the Services without any prior notice to Users in case of the occurrence of any of the following:

- 5.4.1. When conducting maintenance or repair of systems;
- 5.4.2. When the Services cannot be provided due to force majeure such as an accident (fire, power outage, etc.), act of God, war, riot, labor dispute;
- 5.4.3. When there is system failure or heavy load on the system;
- 5.4.4. When securing the safety of Users or third parties, or in the case of an emergency for the public welfare; or

## 6. Rights and Licenses

### 6.1. Users Rights:

- 6.1.1. Genbanext does not claim ownership of the information that Users submit for their Genbanext account or through our Services. Users must have the necessary rights to such information that they submit for their account or through our Services and the right to grant the rights and licenses in our Terms and Conditions.

### 6.2. Genbanext's Rights:

- 6.2.1. Content Rights: While Users own the Content they store within the Services (subject to third party rights), Users acknowledge and agree that Genbanext (and our licensors) own(s) all legal right, title and interest in and to the Genbanext Service, including, without limitation, all software that is part of the Genbanext Service.
- 6.2.2. Intellectual Property Rights: In agreeing to these Terms, Users also agree that the rights in the Genbanext Service, including all intellectual property rights, such as trademarks, patents, designs (including the web and mobile application screens and UI/UX designs) and copyrights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and Conditions and any Separate Agreement. In particular, Users agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any Genbanext Software, unless they are expressly permitted to do so under an open source license or Genbanext gives you express written permission to do so notwithstanding this prohibition.
- 6.2.3. Right to modify the Genbanext Service: We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the existing Genbanext Service, including changes that may affect the previous mode of operation of the Genbanext Service. We expect that any such modifications will

enhance the overall Genbanext Service. This modification may or may not be notified in advance to the existing users.

6.2.4. Right to engage Third Parties: Genbanext engages certain affiliates or other third parties (“Service Providers”) to provide technical or other services relating to all or part of the Genbanext Service, and Users hereby agree that such involvement by these Service Providers is acceptable.

6.2.5. Right to use Third Party Software: Genbanext may from time to time include as part of the Genbanext Service computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. We provide information about some of this third-party software here and within the particular Genbanext Software. Genbanext expressly disclaims any warranty or other assurance to Users regarding such third-party software.

6.2.6. Right to update Genbabext Software: In connection with any modification of the Genbanext Service, Genbanext may automatically download software updates on your computers and devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Genbanext Service. Genbanext will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), Genbanext may require you to install the update to continue accessing the Genbanext Service. In all cases, you agree to permit Genbanext to deliver these updates to you (and you to receive them) as part of your use of the Genbanext Service.

### 6.3. User’s License to Genbanext:

6.3.1. In order to operate and provide our Services, Users grant Genbanext a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the Contents) that Users upload, submit, store, send, or receive on or through our Services. The rights Users grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display Users profile pictures, profile data, activity and jobs data, reviews and rating data etc., transmit Users Jobs and Job details, store this Users generated data on our servers for a limited amount of time to be accessible, archived and referred to from time to time, and the like).

### 6.4. Genbanext’s License to User:

6.4.1. Genbanext grants Users a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling Users to use our Services in the manner permitted by our Terms. No licenses or

rights are granted to Users by implication or otherwise, except for the licenses and rights expressly granted to them.

## 7. No Access to Emergency Call Functions and Services

7.1. There are important differences between our Services and Users mobile phone and a fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. Users should ensure they can contact their relevant emergency services providers through a mobile phone, a fixed-line telephone, or other service.

## 8. Privacy Policy and User Data

8.1. Collection of Information: Genbanext must receive or collect some information to operate, provide, improve, understand, customize, support, and market our Services, including when Users install, access, or use our Services.

### 8.2. Information Users Provide:

8.2.1. User Account Information: Users must provide their First and Last names, email address, mobile phone number, affiliated business name and other basic information (including a profile name/user name and password of their choice) to create a Genbanext account. Furthermore, we require specific data related to the Role the User is registering for (Ex. In case of a Contractor Role User we will need their State/Prefecture-wise business permission registration numbers to validate the authenticity of the Contractor as well as the skills/certifications they claim to be having in order to provide services to other Users of the Genbanext service). If you don't provide us with this information, you will not be able to create an account to use our Services. You can add and update this and any other information to your account, such as a profile picture and "about" information at any point of time after the initial registration with some mandatory data fields.

8.2.2. User Activity, Interactions: We capture and retain any activity and interactions of Users with other Users on the Genbanext Service. (Ex. A Job requested and executed between a Contractor Role User and Recycle Factory Role User is given a specific identification number on Genbanext and this data is saved on our servers so that each of the parties involved in this activity has access to current state as well as a reference access to this once the activity is completed in the form of archived or historical data).

8.2.3. User Connections: Users can connect with other Users in specific ways like a Parent-Child relationship, Association relationship etc. In all such cases, we maintain and save on our servers this connections data.

8.2.4. Customer Support and other communications: When Users contact us for customer support or otherwise communicate with us, they may provide us with information related to their use of our Services, including copies of their activity, jobs, connections, any other information they deem helpful, and how to contact them back (e.g., an email address). For example, they may send us an email with information relating to app performance or other issues.

### 8.3. Information we Automatically Collect:

8.3.1. Usage and Log Information: We collect information about Users activity on our Services, like service-related, diagnostic, and performance information. This includes information about their activity (including how they use our Services, their Services settings, their connections, how they interact with others using our Services, and the time, frequency, and duration of their activities and interactions), log files, and diagnostic, crash, website, and performance logs and reports. This also includes information about when they registered to use our Services; the features they use like our User Management and Connectivity, Tools Management, Tools Rentals, Building Management, Equipment Management, Job Management, Auto-Generation of Job completion Reports and Certificates, Reports and Map-Based Data Visualization, profile photo, "about" profile information; whether they are online, when they last used our Services; and when they last updated their "about" information and the like.

8.3.2. Device and Connection Information: We collect device and connection-specific information when Users install, access, or use our Services. This includes information such as hardware model, operating system information, battery level, signal strength, app version, browser information, mobile network, connection information (including phone number, mobile operator or ISP), language and time zone, IP address, and device operations information.

8.3.3. Location Information: We collect and use precise location information from Users device with their permission when they choose to use location-related features, like when Users would like to filter Connections, Customers, Buildings or Jobs based on the vicinity they are located in, look for connections in the vicinity or filter the Map-Based View depending on their current location. There are certain settings relating to location-related information which you can find in your device settings or the in-app settings, such as location sharing. Even if they do not use our location-related features, we use IP addresses and other information like phone number area codes or their registration address pin codes to estimate their general location (e.g., ward/city/town, city and country levels).

### 8.4. How we use the information users provide and that we automatically collect:

8.4.1. Our Services: We use information we have to operate and provide our Services, further customize to better fit each individual users specific needs and

use cases, including providing customer support; improving, fixing, and customizing our Services. We also use information we have to understand how people use our Services; evaluate and improve our Services; research, develop, and test new services and features; and conduct troubleshooting activities. We also use their information to respond to them when they contact us.

8.4.2. Safety, Security and Integrity: Safety, security and integrity are an integral part of our Services. We use information we have to verify accounts and activity; combat harmful conduct; protect users against bad experiences and spam; and promote safety, security and integrity on and off our Services, such as by investigating suspicious activity or violations of our Terms and policies, and to ensure our Services are being used legally.

#### 8.5. Law and Protection:

8.5.1. We access, preserve, and share users information described in the "Information Users Provide" section of this Privacy Policy above if we have a good-faith belief that it is necessary to: (a) respond pursuant to applicable law or regulations, legal process, or government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, or address fraud and other illegal activity or security and technical issues; or (d) protect the rights, property, and safety of our users, or others.

#### 8.6. Storage Location of Data

8.6.1. To provide our Services in a reliable and responsible manner, Genbanext processes and stores Personal Data as well as all other related data on secure servers located in the country in which we are providing the service. (Ex. For the Genbanext Users located anywhere in Japan all their User Data, Profile Data, Activity and Jobs data as well as all other related data is physically located on our secure servers physically located in Tokyo, Japan)

### 9. Acceptable Use of Our Services

9.1. Abide by Terms and Conditions: Users must use our Services according to our Terms and Conditions and posted policies. If they violate our Terms and Conditions or policies, we may take action with respect to their account, including disabling or suspending their account and, if we do, they agree not to create another account without our permission.

9.2. Legal and Acceptable Use: Users must access and use our Services only for legal, authorized, and acceptable purposes.

9.3. Harm to Genbanext or Other Users: Users must not (or assist others to) directly, indirectly, through automated or other means, access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways

that burden, impair, or harm us, our Services, systems, our users, or others, including that they must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the safety, security, confidentiality, integrity, availability, or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services or data obtained from us or our Services in an unauthorized manner; (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time, except as authorized through tools we have expressly provided via our Services; (i) create software or APIs that function substantially the same as our Services and offer them for use by third parties in an unauthorized manner; or (j) misuse any reporting channels, such as by submitting fraudulent or groundless reports or appeals.

9.4. Keeping your account secure: Users are responsible for keeping their device and their Genbanext accounts safe and secure, and they must notify us promptly of any unauthorized use or security breach of their account or our Services.

10. Restricted Matters: Genbanext prohibits Users from engaging in any of the following acts when using our Services:

- 10.1. Acts that violate the laws and regulations, court verdicts, resolutions or orders, or administrative measures that are legally binding;
- 10.2. Acts that may be in violation of public order, morals or customs;
- 10.3. Acts that infringe intellectual property rights, such as copyrights, trademarks and patent rights, rights to privacy, and all other rights granted by law or by a contract with Genbanext and/or a third party;
- 10.4. Acts of unauthorized or improper collection, disclosure, or provision of any other person's personal information, registered information, user history, or the like;
- 10.5. Acts of interfering with the servers and/or network systems of the Services; fraudulently manipulating the Services by means of crawlers, bots, cheat tools, or other technical measures both manual or automated; deliberately using defects of the Services; making unreasonable inquires and/or undue claims such as repeatedly asking the same questions beyond what is necessary, and other acts of interfering with or hindering Genbanext's operation of the Services or other Users' use of the Services;
- 10.6. Acts of decoding the source code of the Services, such as by way of reverse engineering, disassembling or the like, for unreasonable purposes or in an unfair manner;

- 10.7. Acts of uploading or transmitting excessively violent or explicit sexual expressions; expressions that amount to child pornography or child abuse; expressions that lead to discrimination by race, national origin, creed, gender, social status, family origin, etc.; expressions that induce or encourage suicide, self-injurious behavior or drug abuse; or expressions that include anti-social content and lead to the discomfort of others;
- 10.8. Acts of sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like deemed by Genbanext to constitute spamming;
- 10.9. Acts of using the Services for sales, marketing, advertising, solicitation or other commercial purposes (except for those approved by Genbanext); using the Services for the purpose of sexual conduct or obscene acts; using the Services for the purpose of meeting or engaging in sexual encounters with an unknown third party; using the Services for the purpose of harassment or libelous attacks against other Users; or otherwise using the Services for purposes other than as intended by the Services;
- 10.10. Acts that benefit or involve collaboration with anti-social groups;

## 11. User Responsibility

- 11.1. Users shall use the Services at their own risk, and shall bear any and all responsibilities for actions carried out under and the results from the use of the Services.

## 12. Indemnity

- 12.1. You agree to indemnify and hold Genbanext, its subsidiaries, affiliates, officers, agents, employees, advertisers, Service Providers and other partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Services, any violation of these Terms and Conditions of Use or any other actions connected with your use of the Services (including all actions taken under your account). In the event of such claim, we will endeavor to provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

## 13. No Warranty

- 13.1. GENBANEXT DOES NOT WARRANT THAT (i) THE GENBANEXT SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE GENBANEXT SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE GENBANEXT SOFTWARE OR GENBANEXT SERVICE WILL BE CORRECTED.

#### 14. Genbanext's Limitation of Liability

- 14.1. YOUR USE OF THE GENBANEXT SERVICE AND THE PURCHASE AND USE OF ANY SERVICES ARE ALL AT YOUR SOLE RISK.
- 14.2. THE GENBANEXT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GENBANEXT EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 14.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GENBANEXT SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.
- 14.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GENBANEXT OR THROUGH OR FROM THE GENBANEXT SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.
- 14.5. YOU EXPRESSLY UNDERSTAND AND AGREE THAT GENBANEXT, ITS SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF GENBANEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE GENBANEXT SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE GENBANEXT SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE GENBANEXT SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE GENBANEXT SERVICE; (v) GENBANEXT'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR BASIC SUBSCRIBER INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE GENBANEXT SERVICE; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (ix) THE TERMINATION OF

YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR  
(x) ANY OTHER MATTER RELATING TO THE GENBANEXT SERVICE.

## 15. Notification and Contact

- 15.1. For notifications from Genbanext to Users regarding the Services, Genbanext will use a method that Genbanext considers appropriate, such as posting in an appropriate section of the Web and Mobile Application, within the Services or on the Genbanext website.
- 15.2. For notifications from Users to Genbanext regarding the Services, Users shall use the details in the “Contact Us” section of the website, specifically contact on this email id: [info@genbanext.com](mailto:info@genbanext.com) or on this phone: +81-080-8529-3858.