

Terms of Use

When using the Digimon Alysion Closed Beta Test (the “**Service**”) provided by BANDAI CO., LTD. (“**Bandai**”), the following provisions set out by Bandai (these “**Terms**”) shall apply.

1. Terms

(1) These Terms describe the terms and conditions for the use of the Service. Any user who consents to these Terms and downloads and completes the installation of the app for the Service (the “**App**”) may use the Service (such user, the “**User**”) on the condition that such User will comply with these Terms. For the avoidance of doubt, if you use the Service, you will be deemed to have understood and consented to these Terms.

(2) The consent and acceptance of these Terms by the User will be a prerequisite for using the Service. If the User is a minor, please make sure to obtain the consent of a guardian (a person with parental authority or other legal representative) before consenting to these Terms. Please refrain from using the Service if you cannot consent to these Terms.

(3) Supplemental provisions, guidelines, various agreements, display of terms and conditions, cautions for use, etc. regarding these Terms (the “**Guidelines**”) constitute a part of these Terms; provided, however, that if there is any inconsistency between the provisions of these Terms and the Guidelines, the provisions of the Guidelines shall prevail.

(4) Bandai may change the contents of these Terms at any time. If Bandai makes any changes to these Terms, such changes shall be notified of through the Service, and the amended Terms shall come into effect by their posting by Bandai at a separately designated location or within the Service. The User should understand the foregoing and periodically confirm these Terms.

(5) Bandai shall not be liable for damages due to the User having not confirmed these Terms and the amended contents of these Terms.

2. Rights

(1) The copyrights, intellectual rights, and any other rights regarding the Service and all information provided to User through the Service (including programs, texts, images, videos, items, play data, and other usage data) shall belong to Bandai or the third party from whom Bandai received a license.

(2) The use of information in the preceding paragraph is licensed by Bandai to the User on a non-exclusive basis for personal and non-commercial purposes of use in the Service pursuant to these Terms, and such information may not be used for any other purpose.

(3) The specifications, rules, designs, information, and any other matter of the Service may be established, constructed, changed, revised, or modified at Bandai's discretion. In addition, Bandai may suspend, discontinue, or terminate the provision of the Service without giving advance notice to the User.

(4) Bandai may carry out surveys regarding the Service to the User and may use for free and without restriction any opinion, survey response, idea, etc. provided by the User. In addition, the User shall not claim any rights against Bandai with respect to the opinions, survey responses, and ideas provided to Bandai.

3. User's Responsibilities

(1) The User shall resolve at User's responsibility and expense any dispute with a third party occurring as a result of the User's actions (including engaging in prohibited acts) in the use of the Service and shall not cause Bandai to bear any liability. For the avoidance of doubt, if Bandai or other third party incurs damages due to such dispute, the User shall be liable for compensating such damages.

(2) The User shall properly manage the User's account for the Service (the "**Account**") and shall be solely liable for the use and management thereof. Bandai may deem any use of the Service by using the User's Account as a use by the User.

(3) If there is no actual use of the Service by the User during a period separately set forth by Bandai, or if the User passes away, Bandai may delete the User's Account in whole or in part.

(4) The User shall download and install the App on a device at User's responsibility. For the avoidance of doubt, the App is not guaranteed to be compatible with all devices.

(5) Any device or communication fees, etc. required to use the Service shall be borne by the User.

4. Prohibited Matters

The User shall not engage in the following acts when using the Service:

- (i) Commercial activity using the Service or the information provided to the User through the Service;
- (ii) Act of providing false information when using the Service;
- (iii) Act of using the Service for fraudulent purposes;
- (iv) Any of the below acts against Bandai or a third party:
 - Act of infringing on an intellectual property right or other right;
 - Act of infringing on a property, privacy, or other right;
 - Act of unfair discrimination or defamation, or an act that harms reputation or credibility;
 - Act that causes an obstruction of or nuisance to business;
 - Act of using another person's Account regardless of whether there is consent; or
 - Any other harassing act regardless of method;
- (v) Any criminal act or act in contravention of public order and morals;
- (vi) Reverse assembly, reverse compiling, or reverse engineering the Service, or any other act of analyzing the source code, construction, idea, etc. of the Service;
- (vii) Act of reproducing, sending, transferring, loaning, translating, adapting, altering, destroying, or combining with other software, etc.;
- (viii) Act of reprinting, reproducing, revising, accumulating, or forwarding the contents or other data of the Service;
- (ix) Act of using the Service while driving a vehicle, in a dangerous location, or other location where using the Service is inappropriate;
- (x) Act of transferring or assigning to a third party, whether for or without consideration, any rights or obligations to Bandai (including the rights and obligations regarding the use of the Account, items, and other information provided to the User through the Service) or an act of preparing to do the foregoing without Bandai's approval;
- (xi) Act of making improper inquiries or requests to Bandai such as by repeating similar questions more than necessary;
- (xii) Act that otherwise breaches these Terms or violates the laws and regulations;
- (xiii) Act of inducing or aiding a third party to engage in an above act;
- (xiv) Act that Bandai determines to correspond to or is likely to correspond to any of the above; and
- (xv) Act that Bandai otherwise determines to be inappropriate.

5. Measures against Violations

(1) If Bandai determines that the User is in breach of any provision of these Terms, Bandai shall be able to implement measures such as suspending or terminating the provision of the Service to the User in whole or in part (including forcibly deleting the Account). In such case, the User must comply with Bandai's instructions, and Bandai shall not be liable to the User even if the User incurs any disadvantage or damages.

(2) If the User becomes subject to an indefinite suspension of use of the Account, the User will never be able to use the Service thereafter.

6. Disclaimer

(1) Bandai makes no warranty regarding the completeness, accuracy, or otherwise of the information that is provided, and does not warrant that the Service can be used under any environment or that the User's usage data will be reflected.

(2) Bandai makes no warranty that there will no malfunction, error, or other defect in the Service.

(3) Bandai will not be liable for any damages incurred by the User or a third party in connection with the Service as a result of not being able to use the Service in whole or in part, the contract for the Service being terminated, or the use of the Service being changed, suspended, or abolished, regardless of the cause thereof.

(4) Bandai does not warrant that the Service (including the provision of the Service) will be provided perpetually.

(5) In the event of any of the following, Bandai may discontinue the provision of the Service in whole or in part without giving any advance notice to the User or without obtaining approval therefrom:

- If there is a natural disaster;
- If there is social unrest or a strike;
- If there is a fire, power outage, or other unforeseen accident;
- If there is a malfunction of the cloud service, or there is otherwise a disruption in communication of internet lines, etc.;
- If periodic maintenance will be conducted on resources and assets that are required for the provision of the Service; or
- If Bandai otherwise determines that the discontinuation of the Service is necessary.

(6) In addition to the preceding paragraph, Bandai will not be liable for any damages of the User resulting from an event Bandai cannot control.

7. Damages

(1) If a third party incurs damages or if a dispute arises with a third party due to the User having used the Service, the User shall resolve such matter at User's responsibility and expense and shall not cause Bandai to incur any liability.

(2) Notwithstanding the provisions of these Terms, if the User incurs damages due to a default or tortious act by Bandai in connection with the User's use of the Service, Bandai shall compensate up to the amount of damages ordinarily and actually incurred by the User; provided, however, that such damages shall be compensated without such cap in the case of Bandai's willful intent or gross negligence.

8. Termination of Use of Service and Transfer

(1) Bandai may terminate the Service in whole or in part at any time without giving any advance notice to the User or without obtaining approval therefrom. For the avoidance of doubt, Bandai shall make efforts to give advance notice to the User or to let the User know thereof.

(2) When terminating the use of the Service, the User shall delete the Account at the User's determination. Bandai shall deem that the use of the Service has been terminated as of when the User completes the deletion of the Account.

(3) The User consents in advance to the usage data remaining as of the termination of use of the Service and other information of the User tied to the App (collectively with the usage data, the "**User Data**") being eliminated as of the termination of the use of the Service.

(4) Bandai shall have no obligation to continue to retain the personal information or any other information of the User who has terminated the use of the Service.

(5) The provisions of the preceding two paragraphs shall apply even in the case where Bandai takes the measures set forth in Section 5.

(6) If the device used by the User when using the App is exchanged due to repair or model exchange/upgrade, the User Data may be transferred to the exchanged device only in the case and by the method separately set forth by Bandai.

(7) The User may transfer the User Data remaining until before the uninstallation to the reinstalled App only in the case and by the method separately set forth by Bandai.

(8) Notwithstanding the provisions of the preceding two paragraphs, the User Data that is information Bandai has indicated to not be subject to the transfer within the App will not be subject to the transfer in any case.

9. Severability

If a provision of these Terms or a part thereof is made invalid by a consumer protection-related law or other laws and regulations, the remaining provisions and the remaining part of the provision determined to be partially invalid shall remain in full force and effect.

10. Privacy Policy

Bandai will strictly manage the personal information of the User collected by Bandai through the Service pursuant to the "Privacy Policy."

11. Governing Law and Jurisdiction

(1) The Service and these Terms shall be governed by, and construed in accordance with, the laws of Japan.

(2) If litigation becomes necessary between the User and Bandai in connection with the Service or these Terms, the Tokyo District Court shall be the court with exclusive jurisdiction in the first instance.

Date enacted: May 10, 2025

Supplementary Provisions (β-version)

1. Qualification for Use

(1) The use of the Service is restricted to those who have satisfied all of the following matters, in addition to Section 1(1) and (2):

- (i) Those selected by a lottery or other means by Bandai;
- (ii) Those who are at least 13 years old;
- (iii) Those who have communication equipment and a network environment that satisfy the recommended operating environment;
- (iv) Those who have a contactable email address; and
- (v) Those who can proactively participate in the use and feedback of the Service.

(2) The User shall agree to not divulge or disclose any undisclosed data or undisclosed information regarding the Service (including, but not limited to, specifications and information regarding bugs) to any third party without obtaining Bandai's prior written consent.

2. Incompleteness, etc.

(1) The User acknowledges that the Service is the *beta* version and is still under development.

(2) In addition to Section 6 of these Terms, the User shall acknowledge that the Service can be used only during the usage term set forth at Bandai's sole discretion and that it may contain defects as to its nature, accuracy, completeness, utility, reliability, non-toxicity, and otherwise. In addition, Bandai can implement revisions, limitations, restrictions, suspensions, cancellations, or termination (including resetting the usage data) with respect to the Service, in whole or in part, and the usage thereof, as necessary and at its sole discretion, and without any notification or liability to the User.

3. Transfer of Data

The User acknowledges that the Service is the *beta* version, and the User Data may be used solely for the purpose of the Service and will not be transferred other than to the Service.

4. Feedback

(1) The User shall agree to cooperate with requests from Bandai regarding the use of the Service. Such requests will include, in addition to the surveys provided in Section 2(4) of

these Terms, requests for reports on bugs and other issues discovered by the User in connection with the Service.

(2) The User shall agree that the contents of the reports, plans, and proposals regarding the Service that are provided by the User to Bandai belong to Bandai.

END