

# **ElecONE Service Terms**

This regulation defines the content of the ElecONE Demand and Supply Management, Balance Management and Aggregation Service (hereinafter referred to as the "ElecONE Service" or "the Service") provided by ElecONE Inc. (hereinafter referred to as the "Service Provider") and its resellers (hereinafter referred to as "Business Partners") to registered retail electricity providers and power generation companies, and electricity aggregators (hereinafter referred to as "Users").

## **Chapter 1: General Provisions on ElecONE Service**

### **Article 1: Services Provided by the Service Provider**

1. The Service Provider offers the ElecONE Service and related services.
2. The scope of the services provided is defined in the "Service Application Form (New Service License)" for the standard package, and details are outlined in the service description or proposal. If additional customization is introduced after implementation, it will be defined in a separate "Service Application Form (Customization)" and documented in the additional customization manual.

### **Article 2: Establishment and Commencement of Contract**

1. The Service Provider offers services such as browser interfaces, business applications, data encryption, transfer, access, and storage.
2. The contract (hereinafter referred to as "this Contract") for the Service is established when the User submits the "Application Form (New Service License)" or "Application Form (Additional Service License)" and the Service Provider receives it. The User agrees to comply with these terms upon contract establishment.
3. Employees and partners (distributors, retailers, agents, etc.) of the User who use the Service, as well as the User's customers (hereinafter referred to as "End Users"), are also deemed to have agreed to these terms upon the User's acceptance.

### **Article 3: Privacy Policy, Security Policy, and Compliance Management**

- The Service Provider's privacy policy and other relevant policies can be viewed via the link at <https://www.elecone.jp>.

### **Article 4: User Responsibilities**

1. Users must immediately notify the Service Provider if they detect or suspect unauthorized use, unauthorized access, or security violations of their passwords/accounts.
2. If End Users copy or distribute the software and content of the Service (including stories, articles, texts, images, and other multimedia data, hereinafter referred to as "the Software"), Users must take all necessary steps to stop such actions immediately upon discovery or suspicion.
3. The Service Provider (and its Business Partners) are not responsible for:
  - a. Unauthorized access or alteration of data in the User's communication environment.
  - b. Information or data sent or received through the Service (regardless of whether the Service Provider actually received it).
  - c. Transactions conducted through the Service.

d. Consequences resulting from violations of these terms.

#### **Article 5: Account Information and Data**

1. Data input by the User and End Users into the Service, data from third parties (such as general power transmission and distribution companies, regional organizations, and the Japan Electric Power Exchange) set by the User in the Service, and data derived from such data (hereinafter referred to as "User Data") belong to the User.
2. Except as specified in these terms, the Service Provider will not monitor, edit, or disclose User Data or any information related to the User or the User's account without prior permission from the User.
3. The Service Provider may analyze information such as usage patterns and provide statistical analysis results to third parties in aggregate form, but such information will not include personally identifiable information about End Users.
4. The User's internet protocol address will not be sent along with User Data from the User's account on the Service unless specified by the User.
5. The Service Provider may access the User's account and User Data to resolve service or technical issues or as required by these terms, provided the User's approval is obtained.
6. The User is fully responsible for the accuracy, quality, legality, reliability, appropriateness, and copyright infringement of User Data.
7. The Service Provider shall not bear any responsibility or obligation for the erasure, alteration, destruction, damage, loss, or failure to store the data.

#### **Article 6: Property Rights**

1. Except for the customized software where intellectual property rights are retained by the User as specified in Article 35, Section 5, the rights and titles to the Software are not transferred to the User. The Service Provider retains all property rights, including copyrights and other intellectual property rights related to the Software. However, User Data is excluded.
2. "ElecONE" and "ElecONE Demand and Supply Management ", "Balance Management" and "Aggregation Service" are trademarks or registered trademarks of the Service Provider.

#### **Article 7: Links to Third-Party Sites**

- The Service Provider may provide links to third-party services for the convenience of Users and End Users. Except for services guaranteed by the Service Provider, the Service Provider does not guarantee any sites linked from the Service. The Service Provider provides the linking environment solely for the convenience of Users and is not responsible for the content, products, or other materials available from such sites.

#### **Article 8: Transactions with Third Parties**

- The Service Provider is not responsible for communications, purchases, or promotions conducted by Users and End Users with third parties through advertisements placed by the Service Provider under Article 27.

#### **Article 9: Payment Methods**

1. Users must pay the monthly fees based on the number of customers, power plants or power capacity units according to the invoices issued by the Service Provider (or its Business Partners) by the end of the month

- following the billing month. The User bears the bank transfer fees.
2. The Service Provider (or its Business Partners) may designate account transfer from the User's bank account. In this case, the User must submit an account transfer request form to the Service Provider (or other designated persons) as a condition for applying for the Service.
  3. If the Service Provider (and its Business Partners) allow it, "annual lump-sum prepayment" may be selected. In this case, the User will transfer the amount based on the invoice issued by the Service Provider (and its Business Partners) to the designated bank.
  4. If the User applies for the Service through the Service Provider's Business Partner, and the Business Partner handles fee collection, the User must follow the payment method specified by the Business Partner.

#### **Article 10: Fees**

1. Fees will be charged starting from the month specified in the "Service Application Form (New Service License)" submitted by the User to the Service Provider (and its Business Partners) and will continue to be charged until the month in which cancellation regulations apply.
2. The billing target number is the number of customers, power plants or power capacity units at the end of the billing month. The number of customers, power plants, or power capacity units is defined as the number of electricity supply contracts under this service.
3. The number of customers, power plants, or power capacity units in the first month of Service use is predetermined between the Service Provider and the User, and billing starts based on this number. If the actual number exceeds the pre-determined number at the start month, billing is based on the actual number. If it is below, the pre-determined number is maintained until the actual number exceeds it at the end of a billing month. Thereafter, billing will be based on the actual number at the end of each month, according to the fee table specified in the "Service Application Form (New Service License)."
4. If the Service content is significantly improved, the Service unit price may be revised. In this case, Users will be notified three months in advance. If a lump-sum payment has been made in advance, the new fees will not apply within the pre-paid period, and no increase or decrease in cost will occur. The new fees will apply after the pre-paid period.

#### **Article 11: Renewal**

1. Unless either the User or the Service Provider (or its Business Partners) expresses the intention to terminate the contract three months before the contract expiration date, the contract will be automatically renewed annually. The renewed fees will be updated according to the number of customers, power plants, or power capacity units. Additional services will be billed separately based on additional application.
2. If there are any changes in necessary billing information such as the registered company name, address, email address, contact person, or phone number, the User must immediately notify the Service Provider (or its Business Partners).

#### **Article 12: Non-Payment and Suspension**

1. The Service Provider (or its Business Partners) has the authority to suspend or terminate the Service if the User fails to pay by the due date (including cases where bank account transfer is not possible). If the contract is terminated under the authority specified in this article, Article 13 will still apply. After the Service is suspended, if the User requests to resume use, the decision to resume use will be at the discretion of the Service Provider.

If the suspension period exceeds 30 days, the Service Provider will not be responsible for any data loss.

2. Late payments will incur a late charge of 10% per annum on the Service usage fee. Service usage fees will continue to accrue during the suspension period.

### **Article 13: Minimum Service Usage Period**

1. The User agrees to use the Service for a minimum of 36 months from the start of billing and to pay the corresponding fees. If the User terminates the contract within the minimum usage period, the User agrees to pay the usage fees for the entire 36 months period starting from the initial billing month.
2. The number of customers, power plants, or power capacity units subject to billing in such cases will be the number at the end of the month preceding the cancellation month.

### **Article 14: Use, Storage, and Other Restrictions**

1. The Service Provider may establish or change general handling methods and restrictions for the use of the Service (such as the maximum number of days User Data is retained or the maximum disk space allocated on the Service Provider's servers for the User) based on the contract with the User.
2. In case of changes, the User will be notified three months in advance of the change date.

### **Article 15: User Conduct**

- Users must comply with all applicable laws, treaties, and regulations regarding the Service. Additionally, the following actions are prohibited:
  - a. Transmitting illegal, harassing, defamatory, abusive, offensive, unlawful, threatening, malicious, privacy-infringing, obscene, or otherwise objectionable content via the Service, or transmitting and posting content harmful to minors.
  - b. Transmitting content that may infringe on trademarks, copyrights, publicity rights, or other intellectual property rights of third parties.
  - c. Transmitting harmful or malicious computer codes, files, or programs such as software viruses, Trojan horses, worms, time bombs, cancelbots, or spyware.
  - d. Disrupting or interfering with servers or networks connected to the Service.
  - e. Attempting to gain unauthorized access to the Service, other users' accounts, computer systems, or networks connected to the Service through password mining or other means.

### **Article 16: Suspension and Termination of Service**

- The Service Provider (or its Business Partners) may, at its discretion, disable the User's password or account, suspend or terminate the use of the Service, and delete or destroy data within the Service if the User fails to comply with these terms.

### **Article 17: Termination**

1. The User may terminate the Service by notifying the Service Provider (and its Business Partners) in writing, by email, or by fax by 5:00 PM on the last business day of each month. The termination date will be the end of the month three months after the notice. For termination notices received after 5:00 PM on the last business day of the month, the termination date will be the end of the fourth month.
2. If the contract is terminated without meeting the "36 months minimum service usage period," the User must

pay the remaining fees in a lump sum. The Service Provider (and its Business Partners) will not be obligated to maintain the data stored in the User's account after the termination date and will not be liable for transferring such data to the User or any other party.

#### **Article 18: Succession of Contract**

- After the contract is established, the rights and obligations under this contract cannot be transferred to a third party without mutual agreement between the Service Provider and the User. However, if both parties agree to the succession of business and sign a memorandum, the rights and obligations of this contract can be transferred to a third party. In this case, the content of these terms will continue to be observed.

#### **Article 19: Scope of License**

- The Service Provider (and its Business Partners) grants the User a non-exclusive, nontransferable license to use and display the Software solely for the User's electricity retail business, power generation business, aggregation business, and related contracted operations. If the Service is used for resale purposes to earn a profit, the User must pre-apply to the Service Provider (or its Business Partners), and a separate service fee agreement must be established through a business partnership or sales agency contract with the Service Provider (or its Business Partners). All rights not explicitly granted by these terms are reserved by the Service Provider (and its Business Partners).

#### **Article 20: Restrictions on Use Beyond License Scope**

- Except for cases where a separate business partnership or sales agency contract is concluded, the following actions are restricted unless the User has obtained written permission from the Service Provider:
  - a. Reselling the Service or using it beyond the approved scope.
  - b. Reproducing, licensing, selling, transferring, making available, distributing, or transferring the content to third parties.
  - c. Linking to the Service on the internet, framing content accessible from the Service on other servers or internet-based devices, and mirroring content from the Service.

#### **Article 21: User Accounts**

1. User accounts are necessary to access the Service, and only authorized Users and End Users registered in the Service may access and use it.
2. To make User accounts available, account information must be registered by a User with administrative authority.
3. Users and End Users each have a duty of care to prevent unauthorized use of their User accounts.

#### **Article 22: Cookies**

- Cookies are files set by the browser on the computer's hard drive and are used to inform the Service Provider whether the Service has been visited before. The Service Provider may use persistent cookies to save and search for usernames easily. The Service Provider issues session cookies only to record encrypted authentication information during individual sessions. Session cookies do not contain usernames or user passwords.

### **Article 23: Compensation**

- The User agrees to indemnify and hold harmless the Service Provider (and its Business Partners), as well as their parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and representatives, from any claims, costs, damages, losses, liabilities, and expenses (including attorney's fees) arising from or related to the User's incorrect use of the Service (including the content) or violation of these terms.

### **Article 24: No Full Guarantee**

- The Service Provider (and its Business Partners) does not guarantee the reliability, timeliness, quality, suitability, truthfulness, availability, accuracy, or completeness of the Service and the Software. The Service Provider (and its Business Partners) is obligated to make maximum efforts to ensure the normal operation of the Service, but cannot fully guarantee the following:
  1. The use of the Service is safe, timely, uninterrupted, and compatible with other hardware and software systems and data.
  2. The Service fully meets the User's requirements or needs.
  3. The data input and stored by the User is completely accurate and reliable.
  4. Errors or defects are completely corrected.
  5. The servers providing the Service are completely free from viruses and other harmful elements.
  6. Leakage of passwords, transaction information, or other information on communication routes such as public telephone lines, dedicated lines, and the Internet, which are not managed by the Service Provider, due to third-party information theft.

### **Article 25: Internet Delays**

- The Internet may be restricted or delayed due to the degree of Internet usage, data communication volumes such as electronic transactions, and other factors. The Service Provider is not responsible for delays or data loss caused by such delays.

### **Article 26: Liability and Limitation of Liability**

1. In the event of a claim for damages arising from degradation or significant malfunctions of the application, the liability of the Service Provider (and its Business Partners) is limited to the amount paid by the User to the Service Provider (and its Business Partners) in the month prior to the occurrence of the cause of the claim. The same applies to claims for damages arising from requirements definition, initial setup (or implementation), and additional customization outside the Service.
2. The Service Provider (and its Business Partners) is not liable for any indirect, punitive, special, incidental, consequential, or any other types of damages (including data, sales, profits, usage, or other economic benefits not obtained) arising from or related to the Service, except for direct damages. The Service Provider assumes no responsibility during periods when the User has not paid for the Service (free provision period).
3. The extent of damage compensation will be agreed upon through consultation between the Service Provider and the User after the occurrence of the issue.
4. Infrastructure failures will be handled by infrastructure vendors based on their respective service terms, and the Service Provider assumes no direct or indirect responsibility. However, the Service Provider will make maximum efforts to support the User in restoring the Service.

## **Article 27: Rights of the Service Provider**

- The Service Provider reserves the following rights:
  1. Exclusive use of the headers and footers on each screen of the Service for rights notation, various announcements, logo display, and other purposes.
  2. Exclusive use of the rectangular area at the bottom left of each screen of the Service for various notifications.
  3. Exclusive use of the full-width portlet at the top of the body of the customer portal screen for emergency notifications.

## **Article 28: Local Laws and Export Control**

1. The Service Provider manages and operates the Service in Japan and is subject to Japanese export control and management laws. The Service Provider does not guarantee that the Service is available or appropriate for use in other regions.
2. If the Service is used from outside Japan, the User is responsible for complying with all applicable laws (including export and import regulations of other countries). The diversion of the Software and the Service in violation of Japanese law is prohibited. Any information obtained through the use of the Software and the Service must not be directly or indirectly obtained for or shipped, transferred, or re-exported to embargoed countries or individuals.

## **Article 29: Rights After Service Implementation Regarding Proposals, etc.**

- The Service Provider owns all rights, titles (including all related intellectual property rights), to suggestions, ideas, feedback, recommendations, or other information (hereinafter referred to as "Submissions") provided by Users regarding the Service. Users agree that the Service Provider owns such Submissions. The Service Provider may use such Submissions at its discretion.

## **Article 30: Notifications**

- The Service Provider may notify Users of various information via general announcements on the Service, email to the email address recorded in the User's account information, or postal mail. Users can notify the Service Provider of suggestions, ideas, feedback, recommendations, or other information at any time by sending an email or postal mail to the following address:

ElecONE Inc.

2-1-7, Shinkawa, Chuo-ku, Tokyo 104-0033, Japan

Email: [support@elecone.jp](mailto:support@elecone.jp)

## **Article 31: Changes to Terms**

- The Service Provider reserves the right to change the terms and policies of the Service at any time. Revisions to the terms will be announced by posting the revised version on the Service. If Users continue to use the Service for more than one month after changes are made, they are deemed to have agreed to the changes.

## **Article 32: General**

1. These terms and conditions constitute a contract between the User and the Service Provider and shall be governed by Japanese law, regardless of conflict of law provisions. Any disputes, lawsuits, claims, or causes of action related to these terms or the Service must be brought before a court located in Tokyo, Japan. However,

- the Service Provider may bring a lawsuit in the User's location.
2. The special provisions in the service application form have the effect of adding to and modifying the terms and conditions of this agreement.
  3. If any provision of these terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be interpreted to reflect the original intent as closely as possible, and the remaining provisions shall remain in effect.
  4. The use of these terms and the Service does not create a joint venture, partnership, employment, or agency relationship between the User and the Service Provider.

## **Chapter 2: Provisions on the Content of ElecONE Service**

### **Article 33: Scope of the Service**

1. The Service consists of the following system application blocks that make up the power retail and generation business operations:
  - a. Standard Service
    - Basic Service (the minimum configuration elements for the User's use)
    - Optional Service (elements selected according to the User's needs)
  - b. Customized Service (elements specially developed for the User)
  - c. Infrastructure Service (infrastructure elements required for the operation of the first two items)
2. The Standard Service includes Basic Services and Optional Services.
  - Basic Services are composed of inseparable optimal configuration elements.
  - The functions of Basic Services are defined as described in the Service Application Form.
  - Optional Services can be selected at the time of contract application.
  - The functions of the selected Optional Services are defined as described in the Service Application Form.
3. If requirements that do not exist in the Standard Service arise, they will be defined as additional services in the Additional Service Application Form and will be subject to customization. The functions of the customization are defined separately in the customization manual.
4. Infrastructure Service refers to the cloud service environment in which the ElecONE Service operates.

## **Chapter 3: Provisions on Services Attached to the ElecONE Service**

This chapter applies only when providing services other than the main Service. For large-scale projects or those requiring customization, a basic business outsourcing agreement and an individual business outsourcing contract may be concluded separately. This chapter applies when the Service is composed of Standard Services and is operational.

### **Article 34: Introduction Consultation**

1. To facilitate the smooth introduction of the Service, support for the startup of the User's power retail business is provided.
2. If business startup support is requested, the "Service Application Form (Consultation Service)" must be submitted. The contract is established when the Service Provider (and its Business Partners) receive the Service Application Form.
3. The consultation will implement the following actions:



- Support for constructing the retail business operations and creating workflows.

### **Article 35: Initial Setup**

1. When using the Service, if initial setup work or customization is required, the "Service Application Form (Service Setup)" may need to be submitted separately from the Service Application Form.
2. The contract is established when the Service Provider (and its Business Partners) receive the Service Application Form.
3. If initial customization is required, it will be implemented according to the function definitions described in the customization design document defined by the requirement definition work carried out separately.

#### **4. Initial Customization Warranty**

If customization is ordered, the Service Provider is responsible for the warranty for one year from the day after the customization is accepted and will address any defects.

5. If the User requires initial customization, it may be provided as an integrated function with the main Service at the expense of the Service Provider, in which case the intellectual property rights, including copyrights, are retained by the Service Provider. If it is at the User's expense, the intellectual property rights are retained by the User, provided that it is guaranteed to operate on the assumption that the Service is used as a platform. Ideas, user interfaces, user experiences, content, etc. arising from consultations between the Service Provider and the User will have their intellectual property rights retained by the Service Provider if implemented at the Service Provider's expense.

### **Article 36: Additional Customization Development**

1. If additional customization requirements arise after the initial setup of the Service, the "Service Application Form (Customization)" must be submitted.
2. The contract is established when the Service Provider (and its Business Partners) receive the Service Application Form.
3. If additional customization is required, it will be implemented according to the function definitions described in the customization design document defined by the requirement definition work carried out separately.

#### **4. Additional Customization Warranty**

If customization is ordered, the Service Provider is responsible for the warranty for one year from the day after the customization is accepted and will address any defects.

5. If the User requires additional customization, it may be provided as an integrated function with the main Service at the expense of the Service Provider, in which case the intellectual property rights, including copyrights, are retained by the Service Provider. If it is at the User's expense, the intellectual property rights are retained by the User, provided that it is guaranteed to operate on the assumption that the Service is used as a platform.

Ideas, user interfaces, user experiences, content, etc. arising from consultations between the Service Provider and the User will have their intellectual property rights retained by the Service Provider if implemented at the Service Provider's expense.

### **Article 37: Operation and Maintenance**

1. From the month the Service becomes operational, Users can contract for operation and maintenance services. If the service contract covers the scope of the Standard Service, it includes the standard operation, so no

separate contract is required. However, if customizations exist, separate orders for operation and maintenance services can be placed.

2. To request operation and maintenance services, Users must submit a "Service Application Form (Operation and Maintenance)." The contract is established when the Service Provider (and its Business Partners) receives the application form.

3. Scope and content of operation and maintenance services:

1)Standard Service Operation:

- a. Monitoring (operation monitoring, capacity monitoring, performance monitoring) and application operation monitoring.
- b. Reporting (emergency incident notification, incident response reporting).
- c. Automatic database backups.
- d. Incident response.
- e. Handling inquiries about operation and usage.

2)Customized Service Operation:

- a. The scope and content of work are the same as those of the Standard Operation.
- b. Customization operations cover the customized portions but follow the same work content.

4. SLA for Operation and Maintenance Services:

1)SLA for Free Operation (for Standard Service scope):

- a. Monitoring server operation by visual inspection or automatic monitoring tools (DB server and Web server).
- b. Reporting significant incidents (within one business day from occurrence confirmation).
- c. Automatic database backups (full backups every night).
- d. Inquiries about operation and usage (weekdays from 9:30 AM to 5:30 PM). After-hours support incurs additional charges.
- e. Response method (email communication only, except for emergencies).

2)SLA for Paid Operation (for large-scale or customized cases):

- a. Monitoring server operation by visual inspection or automatic monitoring tools (DB server and Web server).
- b. Reporting normal incidents (within one business day from occurrence confirmation) and significant incidents (within four hours from the next business day after occurrence confirmation).
- c. Automatic database backups (full backups every night).
- d. Inquiries about operation and usage (weekdays from 9:30 AM to 5:30 PM). After-hours support incurs additional charges.
- e. Response method (email communication only, except for emergencies).

5. To receive operation and maintenance services, Users must submit documents detailing maintenance requirements along with the "Service Application Form (Operation and Maintenance)."

6. The contract is established when the Service Provider (and its Business Partners) receives the "Service Application Form (Operation and Maintenance)."

7. If customized services are added to the Standard Service, additional operation and maintenance services are required. Separate contracts for each customization must be submitted using the "Service Application Form (Operation and Maintenance – Additional Customization)."

8. By concluding an operation and maintenance contract, a constant number of personnel can be assigned,

enabling prompt operation and maintenance responses.

9. If no operation and maintenance service contract is concluded and spot maintenance is desired, it will be handled at 1.5 times the regular rate per hour, provided there is mutual agreement between the Service Provider and the User. The rates vary for weekdays during business hours, after-hours, general holiday hours, and holiday after-hours. However, immediate assignment of personnel is not guaranteed.

## **Chapter 4: Infrastructure System Restrictions**

### **Article 38: General Restrictions on Systems**

#### 1. Infrastructure Limitations:

##### 1) Incompleteness of Data Routes:

- The Service is based on a public cloud via the Internet. For the Service to operate smoothly, data streams must be accessible through the following routes:
  - a. PC
  - b. Home LAN environment (switching hubs, routers, etc.)
  - c. Home fiber optic adapter (or ADSL adapter)
  - d. Public Internet network
  - e. Internet provider
  - f. Internet exchange (via multiple IXs)
  - g. Internet provider (on the cloud infrastructure side)
  - h. If there is a failure in the routes within the cloud infrastructure environment, the Service may stop, and completeness cannot be guaranteed.

#### 2. Application Service Limitations:

##### 1) Fixing Application Defects:

Applications that make up each service element are a collection of various programs. Due to the circumstances of each element, individual improvements may be made, so continuous normal operation cannot be guaranteed. The Service Provider recognizes the obligation to ensure the Service operates to the maximum through continuous improvements and guarantees a system for executing improvements.

##### 2) Version Upgrades:

Basic and Optional Services may be continuously improved to maximize User benefits and enhance the overall value of the Service. In such cases, the Service Provider (and its Business Partners) will notify the User three months before the scheduled version upgrade and confirm any risks induced by the upgrade to ensure a safe version upgrade.

#### 3. Security Limitations:

The Service has security risks due to the following reasons. Continuous risk avoidance must be carried out through consultations between the User and the Service Provider (and its Business Partners), and the Service Provider (and its Business Partners) will strive to notify potential risks:

##### 1) Access Control:

To prevent unauthorized use, Users must regularly change their login passwords. Users also have the obligation to accurately set usage permissions for each End User to eliminate unauthorized operations.

##### 2) Dealing with Hacking Technology:

Hacking technology for computers changes daily. The Service Provider will take defensive measures. However,

completeness is not guaranteed against hacking technology. Nonetheless, the infrastructure vendor and the Service Provider will take continuous avoidance measures to the maximum extent possible.

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