

NABLA Mobility, Inc. website Terms and Conditions

Effective Date: 1 September, 2023

Please read these Terms and Conditions ("**Terms**") carefully before using the NABLA Mobility, Inc. ("**NABLA**") website ("**Site**"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, do not use the Site.

1. ACCEPTANCE OF TERMS

- 1.1 By accessing and using the Site, you acknowledge that you have read, understood, and agree to comply with these Terms.
- 1.2 These Terms may be updated by NABLA at any time, and it is your responsibility to review them periodically for changes.

2. USER RESPONSIBILITIES

- 2.1 You agree to use the Site in a lawful manner and not to engage in any activities that could harm the Site, other users, or NABLA's reputation.
- 2.2 You shall not use the Site to transmit any offensive, defamatory, or harmful content.

3. INTELLECTUAL PROPERTY

- 3.1 All content on the Site, including text, graphics, images, videos, logos, and trademarks, is the property of NABLA or its licensors and is protected by copyright and intellectual property laws.
- 3.2 Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without NABLA's express prior written consent.

4. PRIVACY AND DATA COLLECTION

- 4.1 Your use of the Site is also governed by our Privacy Policy, which outlines how your personal data is collected, stored, and used. By using the Site, you consent to the practices described in the Privacy Policy.

5. USER CONDUCT

- 5.1 You agree not to use the Site to upload, post, or transmit any content that is illegal, harmful, abusive, harassing, defamatory, or otherwise objectionable. You also agree not to engage in any activities that could compromise the security or functionality of the Site.
- 5.2 You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. NABLA reserves the right to bar any such activity.
- 5.3 You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any NABLA server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.
- 5.4 You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of NABLA, including any NABLA account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- 5.5 You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or NABLA's systems or networks, or any systems or networks connected to the Site or to NABLA.
- 5.6 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.
- 5.7 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to NABLA on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

6. CONTENT SUBMISSION

- 6.1 By submitting content to the Site, such as comments or reviews, you grant NABLA a non-exclusive, royalty-free, worldwide, and perpetual license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content for any purpose.

7. TERMINATION

- 7.1 NABLA reserves the right to terminate or suspend your access to the Site at its sole discretion, without notice, for any reason, including if you violate these Terms or engage in inappropriate conduct.

8. DISPUTE RESOLUTION

- 8.1 Any disputes arising from or related to these Terms or your use of the Site shall be governed by the laws of Japan.
- 8.2 Any legal action or proceeding shall be brought exclusively in the courts of Tokyo district court, and you consent to the jurisdiction of such courts.

9. LIABILITY AND DISCLAIMERS

- 9.1 The content on the Site is provided "as is" and "as available" without any warranties, express or implied. NABLA disclaims all liability for any errors, inaccuracies, or omissions in the content on the Site. Your use of the Site is at your own risk.
- 9.2 NABLA makes no guarantees regarding the accuracy, completeness, or reliability of the content. The information provided on the Site is for general informational purposes only and should not be considered professional advice. Any reliance on the content is solely at your own discretion.
- 9.3 The views and opinions expressed in the content do not necessarily reflect those of NABLA, its affiliates, or partners. NABLA is not responsible for user-generated content or the accuracy of external links or third-party content.
- 9.4 While we strive to provide uninterrupted access to the Site, NABLA does not guarantee that the Site will be available at all times. The Site may be subject to maintenance, updates, or technical issues beyond our control.
- 9.5 The Site may include content from third parties or links to external websites. NABLA does not endorse, verify, or guarantee the accuracy, legality, or appropriateness of such content or external websites.
- 9.6 By using the Site, you acknowledge and accept these disclaimers and limitations of liability.

10. CHANGES TO TERMS

- 10.1 NABLA may modify these Terms at any time without notice. The updated Terms will be posted on the Site, and your continued use of the Site after such changes constitutes your acceptance of the modified Terms.