

Construction Career Up System – Terms of Use

This Terms of Use include the terms and conditions for the use of the "Construction Career Up System" (hereinafter referred to as "the System") provided by the General Incorporated Construction Industry Foundation (hereinafter referred to as "the Foundation"). It also defines the rights and obligations between the Foundation and the registered users of the System. You must fully read and accept the Terms of Use (hereinafter referred to as "the Agreement") before using the System. Only those who have agreed to the Agreement can register for use of the System. When the registration is made, the registrant is deemed to have agreed with the Agreement.

Article 1 – Application of the Terms of Use

1. The Agreement is intended to define the rights and obligations between the Foundation and the registered users regarding the provision and use of the System, and is applied to the relationship between the Foundation and the registered users regarding the use of the System.
2. The regulations regarding the use of the System posted on the Foundation's website (<http://www.kensetsu-kikin.or.jp/ccus/>) shall constitute a part of the Agreement.
3. If the contents of the Agreement differ from the regulations set forth in the preceding paragraph or any other description related to the System not included in the Agreement, the provisions of the Agreement shall prevail.

Article 2 – Terminologies

The following terminologies used in the Agreement shall have the meaning specified below.

- (1) "Service Use Agreement" refers to the Terms of Use of the System concluded between the Foundation and the registered users.
- (2) "Intellectual Property Rights" refers to the copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including the rights to acquire or to apply for registration of those rights).
- (3) "The Foundation" refers to the General Incorporated Construction Industry Foundation.
- (4) "The Foundation's Website" refers to the website operated by the Foundation, of which the domain is "kensetsu-kikin.or.jp" (including all versions of the website after the domain or content of the Foundation's website is changed for any reason).
- (5) "Registered User" refers to an individual or legal entity registered as a user of the System pursuant to Article 5.
- (6) Among the "Registered Users", "Registered Engineer" refers to a user who registers as an engineer and mainly accumulates work history information. "Registered Business Operator" refers to a user registered as a business operator (company). A "Registered Business Operator" registers information of the engineers it employs or information related to the construction sites, accumulates the work history information of the engineers, performs

safety management and quality improvement of the site.

- (7) "The System" refers to a system called "Construction Career Up System" provided by the Foundation (including all versions after the name or content of the System is changed for any reason).

Article 3 – Available services

1. The following services are available to the Registered Engineers:

- (1) Along with the ID information, technical capability records such as qualifications and certificates of attended courses, as well as status of social insurance participation are registered and accumulated in a highly authentic manner as the engineer's basic information. The daily work result, including when and where the engineer works, what type of job, which position he/she performs (for example: foreman), is recorded and accumulated on the System as the engineer's work history information via a work history registration function which links the System with existing private systems managing labor safety and site entry/exit information, or a direct input function to the System.
- (2) The Registered Engineer can view his/her basic information (details listed in the Privacy Policy of the Construction Career Up System (<http://www.kensetsu-kikin.or.jp/ccus/>)) and work history information (details listed in the Privacy Policy of the Construction Career Up System) at any time, and can use the information for capability enhancement or as proof of experience.
- (3) The engineer's basic information and work history information can be viewed by other business operators within the scope agreed by the Registered Engineer and his/her Business Operator to ensure employment opportunities.
- (4) The engineer's basic information and work history information accumulated on the System could be used to get proper assessment of the engineer's capabilities with regards to his/her skills and experience by linking with the engineer's capabilities assessment mechanism, and to ensure the stability of employment and improve work conditions.
- (5) The Registered Engineers can view a Business Operator's information and its number of employees, the number of certified engineers, the rate of social insurance participation (hereinafter referred to as "the Relevant Information") and understand if the Business Operator is able to provide proper employment and career development to him/her.
- (6) Engineers who enter to work in the open site, given a precise and efficient disclosure of their basic information and work history information related to the site is provided to the Registered Business Operators, including the main contractor, the main subcontractor, and their Business Operator (however, consent from the concerned engineer and his/her Business Operator is not required only for the information provided during the period the engineer enters to work in the site), are able to create forms required for the management of construction system, safety and health at the site, to confirm the status of social insurance participation, and to receive mutual aid certificate of the construction industry

retirement allowance mutual aid system (hereinafter referred to as "Mutual Aid Certificate").

2. The following services are available to the Registered Business Operator:

- (1) Record and accumulate the work history information of its employed engineers and engineers working on its open site via a work history registration function which links the System with existing private systems managing labor safety and site entry/exit information, or via a direct input function to the System.
- (2) A Registered Business Operator can view its own information, basic information and work history information of its employed engineers at any time to evaluate and appropriately assess the engineers' background and qualifications. In addition, it can use the information to verify upon receiving mutual aid certificate of the construction industry retirement allowance mutual aid system.
- (3) A Registered Business Operator can view other Business Operator's information and its engineers' information, predict the construction capability based on its number of engineers, number of certified engineers, the rate of insurance participation, and recruit suitable candidates.
- (4) Within the scope agreed by the Registered Business Operator and its engineers, the engineers' basic information and working history information can be viewed by other Business Operators for an assessment of his construction capabilities. The Business Operator therefore can properly understand and evaluate other Business Operators' capabilities in which excellent engineers are being employed.
- (5) Regarding engineers who enter to work at the open site, the Registered Business Operators, including the main contractor, the main subcontractor, and their Business Operator can view their basic information and work history information related to the site (however, consent from the concerned engineer and his/her Business Operator is not required only for the information provided during the period the engineer enters to work at the site), as well as create forms required for the management of the construction system, health and safety issues at the site, verify the status of social insurance participation, appropriately issue the Mutual Aid Certificate, promote proper site management, increase operational efficiency, and enhance quality of the construction.

3. The Foundation provides the Registered Engineers and Registered Business Operators with notifications from the system operation team, application forms, Q&A, questionnaires, etc. via the Registered User's portal screen. Additional services can be found on the Foundation's website:

<http://www.kensetsu-kikin.or.jp/ccus/>

Article 4 – Registration fee, usage fee and method of payment

1. The Registered User shall pay the Foundation for the use of the System, including registration fee and usage fee via the payment methods specified by the Foundation. The fees are separately

determined by the Foundation.

2. The Registered Engineer shall pay the registration fee upon registration and renewal.
3. The Registered Business Operator shall pay the fees listed below.

(1) Registration fee

The Registered Business Operator shall pay the registration fee upon registration and renewal, depending on the size of the capital.

(2) Usage fee

The usage fee shall include:

a) Administrator ID usage fee

The fee shall be paid according to the number of Administrator IDs used.

b) On-site usage fee

The main contractor who registers the construction site shall pay the fee based on the number of registrations of at-site engineers' work history information. The Registered Business Operator who bears the On-site usage fee, regardless of (a), shall not be required to pay the On-site usage fee for the use of Administrator ID of the administrator who is responsible for the management of the site.

4. The Foundation shall not approve application for registration if the Registered User does not pay the registration fee.
5. The Foundation shall suspend the use of the System if the Registered Business Operator does not pay the usage fee.
6. The registration fee and usage fee paid by the Registered Users shall not be refunded in any cases.

Article 5 – Apply for use (Register)

1. Those who wish to use the System (hereinafter referred to as "Wait-listed Registrants") agree to comply with the content of the Agreement and register for the use of the System by providing certain information (hereinafter referred to as "Registration Information") required by the Foundation via methods specified by the Foundation.
2. In accordance with the rules and standards established by the Foundation, the Foundation will determine whether the Wait-listed Registrants mentioned in the preceding paragraph will be able to register (hereinafter referred to as "Registrants"). The Registrants will be notified once the Foundation accepts the registration. Registration is deemed completed upon the notification from the Foundation.
3. Upon completion of the registration as mentioned in the preceding paragraph, a Service Use Agreement shall be established between the Registrant and the Foundation. The Registrant shall be able to use the service in accordance with the Agreement.

4. If the Registrant falls under any of the following cases, the Foundation may refuse the registration and re-registration and has no legal obligation to disclose the reason.
 - (1) All or part of the Registration Information provided to the Foundation is false, incorrect or omitted.
 - (2) The Registrant is a juvenile, an adult ward, a person under curatorship or a person subjected to limited guardianship, and has not obtained necessary consent from the legal representative, guardian, curator, or a limited guardian.
 - (3) The Foundation determines that the Registrant belongs to an anti-social force (crime syndicate, member of crime syndicate, anti-social organization, etc.; the same shall apply hereinafter) or is engaged in any kind of involvement with anti-social forces, such as supporting or contributing to the continuance, management or operation of anti-social forces through funding or other means of support.
 - (4) The Foundation determines that the Registrant is a person who has violated the contract with the Foundation in the past or a person related to the violation.
 - (5) The Registrant has been applied the measures defined in Article 12.
 - (6) Other cases where the Foundation deems that the registration should not be accepted to maintain proper system operation.

Article 6 – Compliance

1. The Registrant shall notify the Foundation of any changes to the Registration Information without delay via methods specified by the Foundation.
2. The Registrant is responsible to manage and store the identification information (alphabetic characters, numeric characters, symbols, and other codes issued by the Foundation to identify the Registrant or their internal organization) related to the use of this service properly and at their own risk. The Registrant shall not allow any third party to use, or to lend, transfer, change ownership, sell such information.
3. The ID owner shall bear full responsibility for damages caused by negligent ID management, invalid use or third party's use of the System. If the Foundation has paid compensation for the aforementioned damages for any reason, the Registrant shall be requested to reimburse the Foundation.

Article 7 – Prohibitions

While using the service, the Registered Users must refrain from engaging in any of the following conducts or any actions deemed inappropriate by the Foundation.

- (1) Acts that violate the law or are related to criminal.
- (2) Fraud or threatening acts against the Foundation, users of the System or other third parties.
- (3) Acts contrary to public order and morals.
- (4) Acts that infringe on the intellectual property rights, portrait rights, privacy rights, honor,

other rights or other interests of the Foundation, users of the System or other third parties.

- (5) Acts that cause an excessive load on the network or system.
- (6) Acts that may interfere with the operation of the System.
- (7) Unauthorized access to the Foundation's network or system, or attempts to gain unauthorized access.
- (8) Registering false information.
- (9) Impersonating a third party.
- (10) Unauthorized use of IDs of the System.
- (11) Promotion, advertisement, solicitation, or sales activities on the System, which are not permitted in advance by the Foundation.
- (12) Collecting, using, and providing information of other users to third parties, contrary to the purpose of the System specified in Article 3.
- (13) Creating, using new personal ID code as specified in the Act on the Protection of Personal Information based on the information acquired on the System (this does not apply if the permission conditions specified by the Foundation are met (including the consent of the person concerned), the Foundation grants permission, or the consent of the person concerned has been obtained).
- (14) Reading the information on the card provided by the Foundation without consent of the card owner.
- (15) Acts that cause disadvantages, damages or discomfort to the Foundation, users of the System, or other third parties.
- (16) Acts that violate the rules and regulations regarding the use of the System posted on the Foundation's website (<http://www.kensetsu-kikin.or.jp/ccus/>).
- (17) Provision of favors to anti-social forces.
- (18) Acts that either directly or indirectly induce or facilitate the activities specified in the preceding item.
- (19) Other acts deemed inappropriate by the Foundation.

Article 8 – Termination and Suspension of the use of the System

1. The Foundation may terminate or suspend the provision of all or part of the System without prior notice to the Registered Users if any of the following applies:
 - (1) When urgent inspection or maintenance of computer systems related to the System is required;
 - (2) When the related computers or communication lines stop working due to an incident;
 - (3) When the System is inoperational due to force majeure events such as earthquake, lightning strike, fire, windstorm and flood damage, blackout, or other natural disasters;
 - (4) Other cases where the Foundation deems necessary to terminate or suspend the provision of the System to ensure proper system operation.

2. The Foundation shall not be liable for any damages caused to the Registered User due to measures taken by the Foundation according to the provisions of this Article.

Article 9 – Transfer of position and rights/obligations under the Service Use Agreement

1. The Registered Users shall not handover, transfer, pledge as collateral, or otherwise forfeit the position under the Service Use Agreement or the rights or obligations specified in the Agreement to a third party without prior written consent of the Foundation.
2. In case the Foundation transfers the business related to the System to another person/party, the position under the Service Use Agreement, the rights and obligations specified in the Agreement, the Registered Users' information and other customer information will be transferred to the relevant person/party. The Registered Users agree in advance to the transfer mentioned in this paragraph. The transfer shall cover not only normal business transfer but also corporate separation or any other types of business transfer.

Article 10 – Disclaimer of Warranty

1. The Foundation does not guarantee that the System matches the Registered Users' objectives, the System provides functions, commercial values, accuracy, and usefulness as expected, the use of the System by the Registered Users complies with applicable laws and regulations or industry organizations' internal regulations, or no defects will occur during the use of the System.
2. The Foundation shall not be liable for any damages incurred by the Registered Users (hereinafter referred to as "Users' Damages") related to equipment failure/damages or loss of registered data due to abortion, suspension, termination, invalidation, change of the provision of the System by the Foundation, or deletion/loss of messages/information sent to the System by the Registered Users, or deletion of the Registered Users' registration.
3. Even if the Foundation is liable for the Users' Damages, for any reason, the Foundation shall not be liable for compensation beyond the amount of fees paid by the Registered Users to the Foundation over the past 12 months. In addition, the Foundation shall also not be liable for compensation for incidental damages, indirect damages, special damages, future damages and lost profits.
4. The Foundation shall not be liable for transactions, communication, disputes which occur between a Registered User with another Registered User or a third party related to the content of the System or the Foundation's website.

Article 11 – Communication/Notification

Communication and notification from the Registered Users to the Foundation, such as inquiries regarding the System or others, as well as communication and notification from the Foundation to the Registered Users, such as notification regarding the change of the Agreement or others, shall be carried out via methods defined by the Foundation.

Article 12 – Suspension of use

1. If the Registered User falls under any of the following items, the Foundation shall temporarily suspend the use of the System without any prior notice or caution, invalidate the account or cancel the Service Use Agreement.
 - (1) Violation of any provision of the Agreement.
 - (2) A registered corporate user that suspends payment of the service fee or is unable to pay, or has filed a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, company reorganization proceedings, special liquidation, or other similar proceedings.
 - (3) The service has not been used for 12 months or more.
 - (4) No response for 14 days or more to inquiries or other requests to answer from the Foundation.
 - (5) Any item set forth in Paragraph 4, Article 5.
 - (6) Other cases, such as registration, use of the service, continuance of the Service Use Agreement deemed inappropriate by the Foundation to ensure proper system operation.
2. If any of the items listed in the preceding paragraph applies, the Registered User shall forfeit the benefit of time regarding the financial obligations towards the Foundation and shall immediately pay all outstanding debts to the Foundation.
3. The Foundation shall not be liable for any damages caused to the Registered User due to actions taken by the Foundation according to the provisions of this Article.

Article 13 – Unsubscribe

1. The Registered User can unsubscribe the System and cancel their registration by notifying the Foundation via methods defined by the Foundation.
2. If the unsubscription triggers any obligation of the Registered User to the Foundation, the Registered User shall forfeit the benefit of time regarding the financial obligations towards the Foundation and shall immediately pay all outstanding debts to the Foundation.
3. For the Registered User who has unsubscribed, his/her information accumulated and stored on the System during the subscription period will continue to be handled in accordance with Article 17 afterwards.

Article 14 – Change of contents, Termination of provision

1. The Foundation may change the contents of the System or terminate the provision of the System if necessary. In case the Foundation terminates the provision of the System, it shall notify the Registered Users in advance.
2. The Foundation shall not be liable for any damages caused to the Registered User due to measures taken by the Foundation according to the provisions of this Article.

Article 15 – Change of the Terms of Use

The Foundation shall be able to change the content of the Agreement. The Foundation shall notify the Registered Users of any changes made to the Agreement. If the Registered User continues to use the System after being notified of the changes, or if he/she has not de-registered (unsubscribed) within the period specified by the Foundation, the Registered User shall be deemed to have agreed to the changes.

Article 16 – Confidentiality

The Registered Users shall handle the information related to the System, which the Foundation requires not to disclose, with high confidentiality unless there is prior written consent from the Foundation.

Article 17 – Purpose of use and Protection of personal information

1. The Foundation shall handle the Registered Users' personal information in accordance with the provisions specified in the Privacy Policy of the Construction Career Up System (<http://www.kensetsu-kikin.or.jp/ccus/>), the Registered Users shall agree that the Foundation will handle the Register Users' information in accordance with the Privacy Policy.
2. The Foundation can use and disclose the information and data provided to the Foundation by the Registered Users as statistical information in the forms that the persons concerned cannot be identified and the Registered Users shall not object to that.

Article 18 - Disclosure of the registered Business Operator's information

The Foundation shall be able to publish information of the registered (incorporated) Business Operator, including company ID, trade name or company name, location registered in The System.

Article 19– Effectiveness

Even if any provision of the Agreement or part of it is determined to be invalid or unenforceable by the Consumer Contract Act or other laws and regulations, the remaining provisions or remaining part of the Agreement shall continue to be fully effective.

Article 20 – Ownership of rights

1. All intellectual property rights related to the Foundation website and the System shall belong to the Foundation or those who have licensed the Foundation. The use of the System based on the Agreement does not imply the use of the intellectual property rights, related to the Foundation website or the System, of the Foundation or those who have licensed the Foundation.
2. The Registered Users agree not to exercise the moral rights of the author to the Foundation and those who inherit or have been granted the rights from the Foundation.

Article 21– Principle of good faith

Any matter not stipulated in the Agreement or causing discrepancy in interpretation shall be resolved through cooperation between the Registered Users and the Foundation in accordance with the principles of good faith.

Article 22– Applicable laws and court of jurisdiction

1. The governing law of the Agreement and the Service Use Agreement shall be the substantive law of Japan. In addition, it is agreed that the application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded, even if the sale of goods happens on the System.
2. Any dispute arising out of or related to the Agreement or the Service Use Agreement shall be subjected to the exclusive jurisdiction of the Tokyo District Court in the first instance.