

利用規約

この利用規約（以下、「本規約」といいます。）は、Doorkeeper株式会社（MailMate）（以下、「当社」といいます。）がこのウェブサイト上で提供するサービス（以下、「本サービス」といいます。）の利用条件を定めるものです。登録ユーザーの皆さま（以下、「ユーザー」といいます。）には、本規約に従って、本サービスをご利用いただきます。

第1条（適用）

1. 本規約は、本サービスの提供条件及び本サービスの利用に関するお客様と当社との権利義務関係を定めることを目的とし、お客様と当社との間の本サービスに関する一切の関係に適用されます。
2. 本サービスに関して本規約とは別に契約又は規約等（以下「個別契約等」といいます。）が存在する場合、個別契約等も本規約の一部を構成するものとし、個別契約等の定めと本規約の定めが抵触するときは個別契約等の定めが優先するものとします。
3. 本規約の内容と本規約以外における本サービスの説明等とが異なる場合は、本規約の規定が優先して適用されるものとします。
4. 本規約のうち当社が本サービスの利用を許諾した時点ではお客様に適用されない規定がある場合、当該規定は、事情変更によって将来適用可能となった時点から適用されるものとします。
5. お客様が、以下のいずれかの行為を行った場合、本規約を承諾したものとみなされ、本規約の各条件に同意したことになります。
 1. 本規約を参照した個別契約等に署名若しくは記名捺印（電磁的記録によるものを含みます。）すること
 2. 本サービスの利用を開始すること

第2条（利用登録）

1. 本サービスにおいては、登録希望者が本規約に同意の上、当社の定める方法によって利用登録を申請し、当社がこれを承認することによって、利用登録が完了するものとします。

2. 当社は、利用登録の申請者に以下の事由があると判断した場合、利用登録の申請を承認しないことがあり、その理由については一切の開示義務を負わないものとします。

1. 利用登録の申請に際して虚偽の事項を届け出た場合
2. 本規約に違反したことがある者からの申請である場合
3. その他、当社が利用登録を相当でないと判断した場合

第3条（ユーザーIDおよびパスワードの管理）

1. ユーザーは、自己の責任において、本サービスのユーザーIDおよびパスワードを適切に管理するものとします。
2. ユーザーは、いかなる場合にも、ユーザーIDおよびパスワードを第三者に譲渡または貸与し、もしくは第三者と共用することはできません。当社は、ユーザーIDとパスワードの組み合わせが登録情報と一致してログインされた場合には、そのユーザーIDを登録しているユーザー自身による利用とみなします。
3. ユーザーID及びパスワードが第三者によって使用されたことによって生じた損害は、当社に故意又は重大な過失がある場合を除き、当社は一切の責任を負わないものとします。

第4条（外国にある第三者への提供）

(1) 当社ではアプリの開発環境として米国のクラウドサービスを利用しているため、米国内でお客様の個人データを収集、保管または米国へ移転することがあります。

- ・ 提供の可能性がある当該国の名称：米国
- ・ 当該国における個人情報保護制度に関する情報

個人情報保護委員会が公表している米国における制度の情報をご参照ください。

https://www.ppc.go.jp/files/pdf/USA_report.pdf

- ・ 当該第三者が講ずる個人情報保護のための措置に関する情報

当該第三者は、GDPRに準拠し、適切な措置を講じております。

第5条（利用料金および支払方法）

1. お客様が有料プランを利用する場合、お客様は、当社との間で別途合意する個別契約等に定める利用条件に従うものとします。
2. 当社の指定する方法（銀行振込・クレジットカード決済）のいずれかによる支払いとします。
 1. 各契約期間分の利用料金を当社指定口座にお振込みいただくか、クレジットカードにて決済いただきます。入金確認後セットアップいたします。
 2. 継続利用時：契約は自動更新となり登録されたクレジットカードに更新分の利用料金を請求いたします。銀行振込の場合は指定する期日までに更新分の利用料金を当社指定口座にお振込みいただきます。その他の契約：契約期間終了日までに次月以降の各契約期間分の利用料金を当社指定口座にお振込みいただくか、クレジットカードにて決済いただきます。

第6条（禁止事項）

ユーザーは、本サービスの利用にあたり、以下の行為をしてはなりません。

1. 法令または公序良俗に違反する行為
2. 犯罪行為に関連する行為
3. 本サービスの内容等、本サービスに含まれる著作権、商標権ほか知的財産権を侵害する行為

4. 当社, ほかのユーザー, またはその他第三者のサーバーまたはネットワークの機能を破壊したり, 妨害したりする行為
5. 本サービスによって得られた情報を商業的に利用する行為
6. 当社のサービスの運営を妨害するおそれのある行為
7. 不正アクセスをし, またはこれを試みる行為
8. 他のユーザーに関する個人情報等を収集または蓄積する行為
9. 不正な目的を持って本サービスを利用する行為
10. 本サービスの他のユーザーまたはその他の第三者に不利益, 損害, 不快感を与える行為
11. 他のユーザーに成りすます行為
12. 当社が許諾しない本サービス上での宣伝, 広告, 勧誘, または営業行為
13. 面識のない異性との出会いを目的とした行為
14. 当社のサービスに関連して, 反社会的勢力に対して直接または間接に利益を供与する行為
15. その他, 当社が不適切と判断する行為

第7条(本サービスの提供の停止等)

1. 当社は, 以下のいずれかの事由があると判断した場合, ユーザーに事前に通知することなく本サービスの全部または一部の提供を停止または中断することができるものとします。
 1. 本サービスにかかるコンピュータシステムの保守点検または更新を行う場合
 2. 地震, 落雷, 火災, 停電または天災などの不可抗力により, 本サービスの提供が困難となった場合
 3. コンピュータまたは通信回線等が事故により停止した場合
 4. その他, 当社が本サービスの提供が困難と判断した場合
2. 当社は, 本サービスの提供の停止または中断により, ユーザーまたは第三者が被ったいかなる不利益または損害についても, 一切の責任を負わないものとします。

第8条（本サービスの変更又は終了）

1. 当社は、当社の都合により、本サービスの内容の変更又は提供の終了ができるものとします。本サービスの提供を終了する場合、当社はお客様に対して終了予定日の6ヶ月前までに通知を行うものとします。
2. 当社は、本条に基づき当社が行った措置によって生じた損害について一切の責任を負いません。

第9条（退会）

ユーザーは、当社の定める退会手続により、本サービスから退会できるものとします。

第10条（サービスにおける免責事項）

1. 当社は、本サービスの内容変更、中断、終了によって生じたいかなる損害についても、一切責任を負いません。ただし、当社に故意または重過失がある場合はこの限りではありません。
2. 当社は、本サービスにおいて、郵便物等について、その品質、性能、その他のいかなる保証も行いません。ただし、当社に故意または重過失がある場合はこの限りではありません。

第11条（サービス内容の変更等）

当社は、ユーザーへの事前の告知をもって、本サービスの内容を変更、追加または廃止することがあり、ユーザーはこれを承諾するものとします。

第12条（利用規約の変更）

1. 当社は以下の場合には、ユーザーの個別の同意を要せず、本規約を変更することができるものとします。

1. 本規約の変更がユーザーの一般の利益に適合するとき。
 2. 本規約の変更が本サービス利用契約の目的に反せず、かつ、変更の必要性、変更後の内容の相当性その他の変更に係る事情に照らして合理的なものであるとき。
2. 当社はユーザーに対し、前項による本規約の変更にあたり、事前に、本規約を変更する旨及び変更後の本規約の内容並びにその効力発生時期を通知します。

第13条（個人情報の取扱い）

当社は、本サービスの利用によって取得する個人情報については、当社「プライバシーポリシー」に従い適切に取り扱うものとします。

第14条（通知または連絡）

1. お客様から当社に対する本サービスに関する問い合わせその他の連絡又は通知は、当社の定める方法で行うものとします。
2. 当社からお客様に対する本サービスに関する連絡又は通知は、登録事項に含まれるメールアドレスに電子メールを送る方法その他当社の定める方法によって行うものとします。当社が登録事項に含まれるメールアドレスその他の連絡先に対して連絡又は通知を行った場合、お客様は当該連絡又は通知を受領したものとみなします。

第15条（権利義務の譲渡の禁止）

ユーザーは、当社の書面による事前の承諾なく、利用契約上の地位または本規約に基づく権利もしくは義務を第三者に譲渡し、または担保に供することはできません。

第16条（準拠法・裁判管轄）

本規約の解釈にあたっては、日本法を準拠法とします。

本サービスに関して紛争が生じた場合には、当社の本店所在地を管轄する裁判所を専属的合意管轄とします。

改定日: 2024年 6月12日

MailMate Terms of Service

Your Acknowledgment and Acceptance of Terms

MailMate ("Us" or "We") provides the www.mailmate.jp site and various virtual assistance and other services (collectively, the "Services") to you subject to your compliance with all the terms, conditions, and notices contained or referenced herein (these "terms of service"), as well as any other written agreement between us and you. In addition, when using particular Services, you shall be subject to any posted rules applicable to such Services that may contain terms and conditions in addition to those in these terms of service. All such guidelines or rules are hereby incorporated by reference into these terms of service.

BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE EXIT THE SITE NOW AND DO NOT USE SERVICES. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF SERVICE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These terms of service are effective as of the "Last Modified" date identified at the top of this page. We expressly reserve the right to change these terms of service from time to time at any time with or without notice to you. You acknowledge and agree that it is your responsibility to review this site and these terms of service from time to time and to familiarize yourself with any modifications. Your continued use of any Services after such modifications will constitute acknowledgement of the modified terms of service and agreement to abide and be bound by the modified terms of service. However, for any material modifications to these terms of service or in the event that such modifications materially alter your rights or obligations hereunder, such amended terms of service will automatically be effective upon the earlier of (i) your continued use of any Services with actual knowledge of such modifications, or (ii) 30 days from publication of such modified terms of service on this site. Notwithstanding the foregoing, the resolution of any dispute that arises between you and us will be governed by these terms of service in effect at the time such dispute arose.

As used in these terms of service, references to our "Affiliates" include our owners, shareholders, subsidiaries, affiliated companies, officers, directors, employees, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

Overview of our Services

To ensure the quality of the MailMate experience, we have set up these terms of service for our mutual benefit. If you violate any of these terms of service, this may result in a termination of your account.

You may purchase a plan for yourself or any third party. Once plan is purchased and set up under one person's account, such account is owned by such person and the ownership of such account is non-transferable or non-assignable without the consent of MailMate. Tasks and concierge requests by any such account are also non-transferable and non-assignable without the consent of MailMate and shall be solely made by such account holder.

All MailMate plans are automatic recurring subscriptions that can be canceled by you at any time (see "Cancellations" below).

MailMate provides virtual assistance and other services, including the following:

Assistant Service

MailMate assistant service plans and pricing for each plan can be found [here](#).

All MailMate assistant service plans are governed by each plan's limits, including an hour limit per billing cycle. Even if the hours for one billing cycle are unused prior to the following billing cycle, the unused hours will not carry over to the following billing cycle.

Mail Service

MailMate mail service plans and pricing for each plan can be found [here](#).

All MailMate mail service plans are governed by each plan's limits, including a limit of mail scans per billing cycle. Even if the limit of mail scans for one billing cycle is unused prior to the following billing cycle, the unused number of scans will not carry over to the following billing cycle.

Notwithstanding the foregoing, MailMate will not accept any of the following items on your behalf:

- live animals;
- cash;
- illegal or illicit material / goods;
- dangerous items;
- other items that cannot be handled by the post office or delivery service;
- packages; and
- any other items we deem inappropriate.

Mail Opening and Scanning

As a subscriber of MailMate mail service, by clicking “Open it” on our online dashboard for a particular mail (in the envelope or otherwise) addressed to you, you agree to provide the consent for MailMate to open and scan the contents of such mail on your behalf at your request. You also acknowledge that MailMate employees may read the contents of such mail in performing the services. By providing such consent, subject to our confidentiality obligations (see “Ownership and Confidentiality of Work Product” below), you agree not to file a complaint or otherwise pursue any liability against MailMate for opening, scanning or reading the contents of such mail under any applicable law, including but not limited to Act on Correspondence Delivery by Private Business Operators of Japan, as amended.

Payment of Bills

As a subscriber of MailMate mail service, by clicking “Pay Bill” on our online dashboard for a particular bill, you agree to provide power of attorney to MailMate solely with respect to such particular bill and permit MailMate to pay such bill on your behalf at your request. By providing such power of attorney, subject to our confidentiality obligations (see “Ownership and Confidentiality of Work Product” below), you agree not to file a complaint or otherwise pursue any liability against MailMate for paying such bill under any applicable law, and also acknowledge that, other than the payment of such bill by MailMate pursuant to such bill following the applicable payment by you to MailMate, MailMate has no monetary or any other liability to you or any third party under any applicable law with respect to such bill.

Any agreement or attempted agreement between you and any of MailMate Affiliates, in connection with any Services, requiring that payment be made outside of MailMate, shall constitute a material breach of these terms of service and be subject to termination by MailMate without refund (see “Termination” and “Non-solicitation” below).

Ownership and Confidentiality of Work Product

If MailMate creates anything original for you, such as research projects, reports, templates, spreadsheets, forms, etc. (collectively, "Work Product"), you retain the sole ownership of Work Product but grant MailMate a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable license to use Work Product for MailMate's commercial purposes.

For the avoidance of doubt, to the extent your confidential information or intellectual property is incorporated into Work Product, such part will be removed or anonymized prior to any use or disclosure of such Work Product by MailMate to a third party.

For purposes of these terms of service, "confidential information" shall mean information, data or material deemed proprietary by you and which may be marked, or, if orally transmitted, designated as "confidential" by you and not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to you. Confidential information also includes any information described above which you obtain from another party and which you treat as proprietary or designates in writing as confidential information, whether or not owned or developed by you. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): designs, drawings, system specifications, documentation, manuals, diagrams, flow charts, consulting methods and techniques, project management methods and techniques, processes, procedures, marketing techniques and materials, marketing and development plans, market analysis, customer names and other information related to customers, price lists, pricing policies and financial information. Confidential Information shall further include data regarding business practices, strategies and position relative to competitors. Confidential information does not include any information, data or material that (1) becomes generally available to the public other than an unauthorized disclosure by MailMate or its Affiliates; (2) was or becomes available to MailMate or its Affiliates on a non-confidential basis prior to your disclosure of the information to MailMate or its Affiliates; (3) is independently developed by MailMate or its Affiliates without using your confidential information; or (4) information MailMate or its Affiliates are required to disclose by a warrant, subpoena or other request in an investigation or legal proceeding or where disclosure is necessary to protect MailMate's or any of its Affiliates' rights or property, or the rights or property of MailMate's other clients.]

For purposes of these terms of service, your intellectual property means patents, trademarks and copyrights owned by you.

No Guarantee & No Warranty

In no event, shall MailMate or any of its Affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Services, even if MailMate or any of its authorized representatives has been notified orally or in writing of the possibility of such damage.

MailMate shall use best efforts to provide most accurate and effective information available and to refer you to professionals where we deem appropriate or necessary. Notwithstanding the foregoing, there is no warranty or guarantee by MailMate regarding the legality, accuracy, quality, morality or appropriateness on any of the information, tasks, or projects we complete for you.

Cancellations

Your membership can be canceled at any time; provided, however, we will not prorate membership payments or refund due to unused hours or any other services for any billing cycle for any monthly members; provided, further, that if your billing cycle is equal to or exceeding 6 months and you wish to cancel before the half of such billing cycle, your prorated membership payment for only unused months will be refunded (but not a fraction of month).

All cancellation requests will go into effect at the end of your current billing cycle as long as you email us at support@mailmate.jp or cancel your subscription or change your plan from your MailMate account at least 3 business days prior to the following billing cycle.

Termination of Service

We reserve the right to terminate any of the Services to you at any time for any reason. Should this occur, we will give you a prorated refund at the rate for any period for which you have already paid. We may end our relationship with you for any number of reasons including but not limited to the following:

- If the client is constantly requesting tasks outside the scope of his, her or their plan and we're unable to find a solution by scaling back the requests; or
- If the client is Anti-Social Forces (see "Anti-Social Forces" below); or
- If the client is disrespectful or abusive to MailMate or any of its Affiliates.

Independent Contractors

MailMate may use and retain third party independent contractors to provide assistant, translation or any other Services to you. As such, you agree that MailMate may sublicense its rights under these terms of service to third parties to act on MailMate's behalf, provided that such third parties are contractually bound by terms no less protective of you than these terms of service. MailMate is solely responsible for paying and resolving all disputes with such third party independent contractors.

Non-solicitation

You acknowledge that MailMate has made substantial investments in recruiting, training and matching skilled MailMate assistants (including any part-time employees or independent contractors (see "Independent Contractors" above)) with each of its clients, including you, and that MailMate has a legitimate interest in earning a reasonable return on those investments. You also acknowledge that MailMate has agreements with each of MailMate assistants that protect the foregoing interest by requiring that MailMate assistants obtain MailMate's prior written consent before accepting any direct engagement (whether as an employee, consultant, contractor or otherwise) with any of the MailMate clients to whom they have been assigned. Accordingly, to the fullest extent permitted under applicable law, you agree that during your subscription of Services and for a period of twenty four (24) months following the termination of your relationship with MailMate for any reason, whether due to cancellation or termination, whether voluntary or involuntary, with or without cause, you shall not directly or indirectly solicit any MailMate assistant who was or has been assigned to you at any time during your relationship with MailMate to leave his, her or their employment with MailMate and to work for you or any of your Affiliates in any engagement directly or indirectly. Should any solicitation

by you become a factor resulting in a MailMate assistant leaving MailMate and accepting an engagement with you or any of your Affiliates directly or indirectly without MailMate's prior written consent, you agree to pay MailMate as liquidated damages (not as a penalty of any kind) reasonably calculated to compensate MailMate for its lost investments which is a one-time fee equivalent to at least 75% of the annual salary (including bonus) of such assistant at the time of leaving MailMate.

Data Rights and Protection

MailMate has the utmost respect for all of our clients' privacy and protection of private, proprietary and confidential information. In our mission to ethically and lawfully serve our clients, we have and will update the following policies in place in order to comply with all applicable law:

Timely Breach Notification:

In the event of a data breach, MailMate will notify our associated data controllers and clients within 72 hours. In addition to outlining the nature of the breach, the breadth, and actions involved to remedy the situation will be detailed.

Right to Data Access:

If at any time a client wishes to access his, her or their existing data profile, MailMate will provide a free electronic copy of the data we collected about that customer within 30 days from such request. This report will also include the various ways the information has been used.

Right to Be Forgotten:

If at any time a client cancels subscriptions or otherwise discontinues his, her or their relationship with MailMate, the client can request that his, her or their personal data is wholly destroyed or returned from our records and MailMate will process such request within 30 days.

Data Portability:

This gives users rights to their own data. Clients will be able to obtain their data from MailMate in an electronic report and reuse that same data in different environments outside of ours within 30 days after such request is made.

Contact:

If you have any questions or inquiries to MailMate about your personal data or any other private, proprietary and confidential information, please contact us at support@mailmate.jp.

Provision to Third Parties Located Abroad:

Our company uses a cloud service based in the United States for the development environment of our app, so your personal data may be collected, stored, or transferred to the United States.

Name of the country where data may be provided: United States

Information on the personal data protection system in the said country:

Please refer to the information on the system in the United States published by the Personal Information Protection Commission.

https://www.ppc.go.jp/files/pdf/USA_report.pdf

Information on the measures taken by the said third party to protect personal data:

The relevant third parties comply with GDPR and have implemented appropriate measures.

Modifications

MailMate may revise these terms of service at any time with or without notice. For example, MailMate may add or discontinue any functionality or features of any Service at any time. MailMate may also start charging or change a fee for any of functionalities or features of any Service at any

time with or without notice. By using Services, you are agreeing to be bound by the then current version of these terms of service.

Anti-Social Forces

MailMate shall have no relationship with any Anti-Social Forces or their associates, and will not accept any demands from an Anti-Social Force or their associates.

MailMate shall make no hidden deals with Anti-Social Forces, and shall not fund Anti-Social Forces.

MailMate shall work with external specialist organizations, as appropriate, to defend against demands from Anti-Social Forces.

MailMate shall take civil and criminal legal measures against illegitimate demands, other pressures or approaches from Anti-social Forces and their associates.

You represent and warrant to MailMate that you are neither Anti-Social Forces nor affiliated with Anti-Social Forces in any way.

Anti-Social Forces means a group or individual listed in any of the following:

- Any organized crime group (boryokudan) (meaning a group a member of which (including a member of such group's affiliated body) is likely to facilitate violent illegal acts or similar acts in an organized or habitual way; the same applies hereinafter);
- Any organized crime group member (boryokudan-in) (meaning a member of an organized crime group; the same applies hereinafter) and any person for whom less than five (5) years have passed since he/she/they ceased to be an organized crime group member;
- Any quasi-member of an organized crime group (boryokudan jun koseiin) (a person who is not an organized crime group member and who has a relationship with an organized crime group and is likely to perform violent unlawful acts or similar acts using the influence of the organized crime group, or a person who cooperates or is involved in the maintenance or operation of the organized crime group by supplying funds, weapons, or other means to the organized crime group or an organized crime group member; the same applies hereinafter);

- Any corporation related to an organized crime group (boryokudan kankei kigyo) (meaning a corporation where an organized crime group member is substantially involved in its management, a corporation managed by a quasi-member or a former member of an organized crime group which actively cooperates or is involved in the maintenance or operation of an organized crime group by supplying funds to the organized crime group or other means, or a corporation which actively uses an organized crime group and cooperates in the maintenance or operation of the organized crime group in the performance of its business; the same applies hereinafter);
- Any corporate racketeer (sokaiya) or the like (meaning a person such as a corporate racketeer (sokaiya) or a corporate extortionist (kaisha goro) who is likely to perform violent unlawful acts or similar acts in the pursuit of unjust profits against a corporation or other entity, and poses a threat to the safety of civil life; the same applies hereinafter);
- Any group engaging in criminal activities under the pretext of conducting social campaigns, etc. (shakai undo tou hyobo goro) (meaning a person who is likely to conduct violent unlawful acts or similar acts in the pursuit of unjustifiable profits in the disguise of or under the pretext of conducting social campaigns or political activities, and poses a threat to the safety of civil life; the same applies hereinafter);
- Any crime group, etc. specialized in intellectual crimes (tokushu chino hanzai shudan) (meaning a group or individual, other than persons listed under (a) to (f) above, who, backed by the relationship with an organized crime group, uses its force, has a financial connection with the organized crime group and forms the center of a structural fraud; the same applies hereinafter); or
- Any other person similar to any of the foregoing.

Governing Law

These terms of service are governed by and construed in accordance with the laws of Japan and you irrevocably submit to the exclusive jurisdiction of the district courts in Japan.

Revised June 12, 2024.