

# TERMS OF SERVICE (TOS) – GOOD SHAPE

[www.cosot.jp](http://www.cosot.jp)

Effective date: 1<sup>st</sup> May 2024

## 1. Introduction

Welcome to COSOT! These Terms of Service ("ToS") are a legal agreement between you ("User") and Good Shape, Inc. ("Good Shape," "we," "us," or "our") regarding your use of the COSOT website [www.cosot.jp](http://www.cosot.jp), mobile application, NFC gadgets, and associated services (collectively, the "Services").

By accessing or using our Services, you agree to be bound by these ToS. If you do not agree to these ToS, you may not access or use our Services.

### Definitions:

- **COSOT:** Refers to the COSOT website, mobile application, NFC gadgets (including wristbands, watch bands, tags, and apparel), and all associated services.
- **User:** Refers to any individual or entity that accesses or uses the Services.
- **Services:** Refers to the features and functionalities provided by COSOT, including but not limited to SOS & Alert, Lost & Found, Business Tools, Greeting Cards, and Daily Useful Functions.
- **Content:** Refers to any information, data, text, images, videos, or other materials uploaded, transmitted, or otherwise made available through the Services by Users or Good Shape.
- **NFC Gadget:** Refers to any NFC-enabled wearable or tag provided by Good Shape as part of the Services.

## 2. Acceptance of Terms

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these ToS. If you do not agree to these ToS, you must not access or use the Services. These ToS constitute a binding contract between you and Good Shape.

## 3. Account Registration & Use

**3.1 Account Creation:** In order to access certain features of the Services, you may be required to create a COSOT account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

**3.2 Eligibility:** You represent and warrant that you are at least 12 years old and have the legal capacity to enter into this agreement. If you are under 12 years old, you may not use the Services without the consent and supervision of a parent or legal guardian.

**3.3 Account Security:** You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify Good Shape immediately of any unauthorized use of your account or any other breach of security.

**3.4 Account Termination:** Good Shape reserves the right to suspend or terminate your account at any time for any reason, including but not limited to your violation of these ToS.

## 4. COSOT Services

**4.1 Service Description:** COSOT provides various services, including SOS & Alert, Lost & Found, Business Tools, Greeting Cards, and Daily Useful Functions. These services are designed to enhance safety, convenience, and connectivity for Users. The SOS & Alert function allows users in distress to send an emergency signal with location data to designated contacts. The Lost & Found feature helps users locate lost items or individuals by sharing location information when a found item is scanned.

**4.2 Functionality and Limitations:** Each service has specific functionalities and limitations, as described in the COSOT app and website. For example, the effectiveness of the SOS & Alert depends on proper device function, GPS signal strength, and smartphone compatibility. Good Shape reserves the right to modify, suspend, or discontinue any service at any time without prior notice.

**4.3 Service Availability and Accuracy:** Good Shape does not guarantee the availability, accuracy, completeness, or timeliness of the Services. The Services may be interrupted or unavailable due to various factors, including but not limited to technical difficulties, maintenance, or circumstances beyond Good Shape's control.

**4.4 Service Disclaimer:** While COSOT is designed to enhance personal safety and provide location-based services, it is not a guarantee of absolute safety or prevention of harm. The effectiveness of COSOT depends on external factors like satellite coverage, weather, and smartphone compatibility. Good Shape is not responsible for any failures or inaccuracies in these external systems.

## 5. User Content

**5.1 User Content Definition:** User Content refers to any information, data, text, images, videos, or other materials that you upload, transmit, or otherwise make available through the Services.

**5.2 Ownership of User Content:** You retain ownership of all User Content that you submit through the Services. However, by submitting User Content, you grant Good Shape a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, create derivative works of, publicly display, and publicly perform your User Content in connection with the Services.

**5.3 License Grant:** The license you grant to Good Shape is for the purpose of operating, promoting, and improving the Services and to develop new products and services. You represent and warrant that you have all necessary rights to grant this license to Good Shape.

## 6. Prohibited Conduct

You agree not to engage in any of the following prohibited activities:

- **Illegal Activities:** Use the Services for any illegal or unauthorized purpose.
- **Harmful Content:** Transmit any content that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- **Unauthorized Use:** Access or use the Services in any way that violates these ToS or applicable laws.
- **Interference:** Interfere with or disrupt the integrity or performance of the Services.

- **Reverse Engineering:** Attempt to decompile, reverse engineer, or otherwise discover the source code of the Services.
- **Impersonation:** Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

## 7. Intellectual Property

**7.1 Ownership:** All intellectual property rights in and to the Services, including but not limited to the COSOT name, logo, trademarks, software, code, design, text, graphics, images, videos, and other content, are owned by Good Shape or its licensors. You acknowledge and agree that you shall not acquire any ownership rights in any of the foregoing by using the Services.

**7.2 Limited License:** Subject to your compliance with these ToS, Good Shape grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your personal, non-commercial use. This license does not permit you to modify, copy, distribute, transmit, display, perform, reproduce, publish, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Services.

**7.3 Restrictions:** You shall not use any automated system, including but not limited to "robots," "spiders," or "offline readers," to access the Services in a manner that sends more request messages to the Good Shape servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

## 8. Third-Party Services

The Services may contain links to third-party websites, applications, or services that are not owned or controlled by Good Shape. Good Shape has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Good Shape shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

## 9. Payment & Fees

**9.1 Current Free Service:** As of the Effective Date of these ToS, the basic COSOT Services are provided free of charge. However, Good Shape reserves the right to introduce new premium features or services in the future that may require payment.

**9.2 Future Paid Services:** If Good Shape introduces paid services, the terms and conditions for such services will be clearly communicated to you before you subscribe or use them. You will have the option to choose whether or not to use these paid services.

**9.3 Payment Terms:** If you choose to use any paid services, you agree to pay all applicable fees and charges. Good Shape may use a third-party payment processor to process payments. You agree to provide accurate and complete payment information and to update such information to keep it accurate and complete.

## 10. Privacy

Good Shape's collection and use of personal information in connection with the Services are governed by our Privacy Policy, which is incorporated into these ToS by reference. By using the Services, you consent to the collection and use of your personal information as described in the Privacy Policy. We are committed to protecting the privacy of our users,

especially in handling location data and personal identifiers. We adhere to strict data protection protocols to ensure that personal information is stored securely and used only for the purposes specified in our Privacy Policy.

## 11. Security

Good Shape takes reasonable measures to protect the security of your personal information. However, no method of transmission over the Internet or electronic storage is 100% secure. Therefore, Good Shape cannot guarantee the absolute security of your personal information. You are also responsible for taking reasonable steps to protect the security of your account credentials and personal information.

## 12. Disclaimer of Warranties

**12.1 As-Is Basis:** The Services, including all NFC Gadgets and their functionalities, are provided "as is" and "as available" without any warranties, express or implied. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

**12.2 No Guarantees:** Good Shape does not guarantee uninterrupted or error-free operation of the Services or that any defects will be corrected. You acknowledge that the use of the Services, especially features dependent on external systems like GPS, is at your own risk.

## 13. Limitation of Liability

**13.1 Scope of Limitations:** To the fullest extent permitted by applicable law, Good Shape, Inc., its affiliates, officers, directors, employees, agents, licensors, and suppliers shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to, personal injury, property damage, lost profits, data loss, or business interruption, arising out of or in connection with the use or inability to use the Services, even if Good Shape, Inc. has been advised of the possibility of such damages.

**13.2 Specific Exclusions:** In no event shall Good Shape, Inc. be liable for any damages arising from:

- The failure of the SOS & Alert feature due to factors beyond Good Shape, Inc.'s control, such as damage to the gadget, lack of cellular service, or smartphone compatibility issues.
- Events beyond the reasonable control of Good Shape, Inc., including natural disasters, acts of God, war, terrorism, or civil unrest.

## 14. Indemnification

**14.1 User Indemnity:** You agree to indemnify, defend, and hold harmless Good Shape, Inc., its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in connection with your use of the Services, your violation of these ToS, or your violation of any rights of another.

## 15. Termination

**15.1 Termination by Good Shape:** Good Shape may terminate or suspend your access to all or part of the Services at any time, with or without cause, with or without notice, effective immediately. Good Shape shall not be liable to you or any third party for any termination of your access to the Services.

**15.2 Termination by You:** You may terminate your account at any time by following the instructions provided in the Services or by contacting Good Shape customer support.

**15.3 Effect of Termination:** Upon termination of your account, your right to use the Services will immediately cease. All provisions of these ToS that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **16. Modifications to the ToS**

**16.1 Modifications for Paid Services:** In the event that Good Shape, Inc. introduces paid features or services in the future, it reserves the right to modify the terms and conditions related to such services, including pricing. Any such modifications will be communicated to users prior to their implementation.

By incorporating these revisions and additions, the COSOT Terms of Service now provide more robust protection for Good Shape, Inc. by clearly outlining the limitations of the technology, disclaiming warranties, limiting liability, and requiring users to indemnify the company against certain claims.

## **17. Governing Law & Jurisdiction**

These ToS and any dispute or claim arising out of or in connection with these ToS or the Services shall be governed by and construed in accordance with the laws of Japan, without regard to its conflict of laws provisions. You agree to submit to the personal jurisdiction of the courts located in Tokyo, Japan for the purpose of litigating any such dispute or claim.

## **18. Severability**

If any provision of these ToS is held to be invalid or unenforceable, such provision shall be struck from these ToS and the remaining provisions shall remain in full force and effect.

## **19. Entire Agreement**

These ToS constitute the entire agreement between you and Good Shape regarding the use of the Services and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and Good Shape.

## **20. Assignment**

Good Shape may assign or transfer these ToS, in whole or in part, without restriction and without your consent. You may not assign or transfer these ToS or any of your rights or obligations under these ToS without Good Shape's prior written consent. Any attempted assignment or transfer in violation of this section shall be null and void.

## **21. Force Majeure**

Good Shape shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

## **22. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three (3) days after being sent by certified or registered mail, return receipt requested, postage prepaid, or when delivered to a

recognized overnight delivery service for next day delivery, addressed to the respective parties at their addresses as set forth herein, or such other addresses as such party may designate by notice given in the manner herein provided.

### **23. Waiver**

The failure of Good Shape to enforce any right or provision of these ToS shall not constitute a waiver of such right or provision.

### **24. Contact Information**

If you have any questions about these ToS, please contact Good Shape at:

#### **Good Shape, Inc.**

Address: Aruteiru Akiharaba 708, Kandasakumacho 1-8-4, Chiyoda-ku, Tokyo, 101-0025, Japan

Email Address: [info@goodshape.jp](mailto:info@goodshape.jp)

Phone Number: +81-90-7236-0598

### **25. Compliance with Laws**

You agree to comply with all applicable laws, statutes, ordinances, and regulations in connection with your use of the Services.

### **26. Export Controls**

The software and technology underlying the Services may be subject to export controls under the laws and regulations of Japan and other countries. You agree not to export or re-export the software or technology underlying the Services to any country or entity to which such export or re-export is restricted or prohibited by applicable laws.

### **27. User Feedback and Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Services ("Submissions") provided by you to Good Shape are non-confidential and shall become the sole property of Good Shape. Good Shape shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **28. Additional Provisions**

**28.1 No Agency:** You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Good Shape as a result of these ToS or your use of the Services.

**28.2 No Class Actions:** You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

**28.3 Survival:** The provisions of Sections 5 (User Content), 7 (Intellectual Property), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 14 (Indemnification), 17 (Governing Law & Jurisdiction), 18 (Severability), and this Section 28 shall survive any termination or expiration of these ToS.

**28.4 Electronic Communications:** You consent to receive electronic communications from Good Shape, including notices, agreements, disclosures, or other information in connection with the Services. You agree that these electronic communications satisfy any legal requirement that such communications be in writing.

**28.5 Headings:** The section headings in these ToS are for convenience only and have no legal or contractual effect.

**28.6 No Third-Party Beneficiaries:** These ToS do not create any third-party beneficiary rights.