

My Crypto Heroes Terms of Service

These Terms of Service (hereinafter referred to as the "TOS") set forth the terms and conditions that apply when the customer (hereinafter referred to as the "User") uses this service (hereinafter referred to as the "Service") offered by double jump.tokyo Inc. ("DJT").

Section 1. Terms of Service

By using the Service, the User agrees to be bound by all terms and conditions set forth in the TOS. The Service is delivered via a web browser, and it may also be delivered through other smartphone apps or in other formats. The User's consent to the TOS in any of these delivery formats for the Service is valid when the Service is used through any other delivery format.

Section 2. Use by Minors

1. When a minor uses the Service, the consent of a parent or legal guardian (hereinafter referred to as the "Parent") is required for any and all conduct (including giving consent to the TOS) related to use of the Service, including the purchase of items for a fee, transactions requiring the payment of a fee, and any other services provided for a fee (hereinafter collectively referred to as the "Paid Services").
2. DJT may set a maximum monthly monetary usage amount for minors using the Service. If we do so, the minor may purchase the Paid Services only within this limit. If a User who was a minor uses the Service after reaching the age of adulthood, the User will be deemed to have affirmed all conduct associated with the use of the Service while that user was a minor.

Section 3. Account Registration

1. DJT creates a unique user account for each user (hereinafter referred to as the "Account"). The User shall use the Service through their own Account. DJT may establish procedures for registering users (hereinafter referred to as the "Account Registration"). When there is a change in the information for the User's Account, the User shall promptly follow the procedure for making changes as specified by DJT.
2. When the User changes the device used due to a device model change or some other reason, and they wish to continue using the same Account on the new device (hereinafter referred to as the "Migration"), the User shall follow the procedure prescribed by DJT. DJT shall determine the extent to which the Migration of the Account is possible.

Section 4. Wallet

1. When the User uses the Service via a web browser, they shall use the browser designated by DJT and the feature for keeping cryptocurrency (including, but not limited to, virtual currency as defined in the Payment Services Act) (hereinafter referred to as the "Wallet").

2. When the User uses the Service via the smartphone app, they shall use the Wallet feature in the app or some other Wallet designated by DJT.
3. The cryptocurrency in the Wallet shall be administered by using storage space on the User's own device. DJT does not offer any means for online administration. Deposits into the Wallet and withdrawals from the Wallet are made at times and using methods prescribed by DJT.

Section 5. Account Access Control

1. The User shall not cause a third party to use their device, Account, private key, or password (hereinafter collectively referred to as the "Account Access"), nor share these with a third party. DJT does not control the User's device or private key.
2. In using the Service, the User shall be responsible for controlling their own Account Access, and the User shall be solely liable for any acts committed while using their Account Access.
3. DJT shall deem any acts committed while using the User's Account or private key to be acts committed by (i) the User to whom that Account has been given or (ii) the User who controls the private key, regardless of who was actually the individual using these at the time.
4. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any damages (including the loss of or inability to use the cryptocurrency in the User's Wallet) suffered by the User in the event of the malfunction or loss of device used by the User; a third party malware, spyware, virus, hacking/cracking attack; inadequate control or erroneous use of the Account Access; or use of the Account Access by a third party.
5. When there is a risk that the User's Account Access may be improperly used by a third party, the User shall, along with promptly notifying DJT, take necessary measures to avert such improper use.
6. DJT shall not be liable for any harm to the User that arises when the User has lost the Account Access or has forgotten the Account Access information (including the loss of cryptocurrency in the Wallet or any other state attained in the Service (hereinafter collectively referred to as the "Usage Data") and the loss of blockchain data associated with the Service).
7. The User acknowledges that it will be impossible for the User to use the Wallet if they are missing either their device, the private key, or password, and that it will be impossible for DJT to render any remedy with respect to that Wallet.

Section 6. Paid Services

1. DJT may provide the Paid Services to the User through the Service. As part of the Paid Services, DJT may establish fees or other charges for activity among users.
2. The User may purchase and pay DJT for the Paid Services solely at the price and using the payment method specified by DJT. If the User has followed the purchase process but DJT is unable to verify that the corresponding payment has been made, the purchase may not be reflected in the User's Account if.

3. In the event of any payment-related dispute between the User and a third party other than DJT, the User shall endeavor to resolve the dispute with that third party, and DJT shall not be liable except in cases of willful misconduct or gross negligence on the part of DJT.
4. DJT will not issue a refund for any Paid Services purchased by the User except as separately specified, or as required by the applicable laws and regulations.
5. DJT may post terms for purchasing, paying for, or using the Paid Services in the Service or in other places to which viewers can be directed from the Service. When such terms are posted, a person using the Service shall purchase, pay for, and use the Paid Services in accordance with such terms.

Section 7. Costs

1. The User shall be responsible for the cost of purchasing, installing, and maintaining any equipment or software, telecom charges (including data usage charges), electricity costs, or any other expenses necessary for using the Service.
2. DJT may indicate a recommended user environment for the Service, but is not responsible for the setup or costs of the environment.

Section 8. Ownership in Intellectual Property Rights

1. All copyrights, patents, trademarks, or other intellectual property rights associated with the Service (hereinafter referred to as the "Intellectual Property Rights") shall be owned by DJT or third parties that have lawful rights to the same.
2. The User shall not, without DJT's consent, reproduce, adapt, or publicly transmit any of the data provided by DJT through the Service, or use the Service in a way that infringes on DJT's Intellectual Property Rights; provided, however, that this does not apply when the purpose is for personal use.

Section 9. Usage Data

1. Unless otherwise provided for in the TOS, the User shall have no ownership rights, Intellectual Property Rights, or any other rights in any sense with respect to the Usage Data, and shall be entitled to use the Service only to the extent permitted under the TOS.
2. DJT may delete, move, or otherwise modify some or all of the Usage Data anytime without prior notice to the User if:
 - (1) the content of the Usage Data violates the TOS;
 - (2) it has become difficult for DJT to retain the Usage Data because the size of the Usage Data may exceed the limit separately specified by DJT or for some other technical reason;
 - (3) DJT has determined that such action is necessary in order to provide, maintain or manage the Service;
 - (4) DJT has determined that it will interfere with the seamless delivery of the Service; or

(5) DJT has otherwise determined that such action is necessary.

Section 10. Asset

1. In the Service, "Asset" refers to information that the User can hold on the Service, as defined in the Service. In the Service, "Asset" has three kinds of "Hero Asset", "Extension Asset" and "Land Asset".
2. The methods and conditions to be met in order for the User to obtain an Asset are established through the Service.
3. The User may assign an Asset to another user using the method prescribed by DJT. Other Users who have assigned assets under this clause may use the Assets on the Services. We confirm that the copyright and other intellectual property rights are not assigned to other users.

Section 11. Hero Art

1. It is possible to register an image (hereinafter referred to as a "Hero Art") on the Service for a Hero Asset.
2. Any user who registers a Hero Art (hereinafter referred to as the "Artist") shall ensure to DJT that he or she has the copyright in the hero art independently.
3. By registering the Hero Art in which the Artist owns the right to the Service, the Artist grants DJT a non-exclusive right to use the Hero Art, including, without limitation, the use, distribution, advertising, public transmission, making it transmittable, display, etc. of the Image without restriction of time or region.
4. In the event that a hero art registered by an artist infringes or threatens to infringe on the copyrights and other intellectual property rights of any third party, DJT may, at its discretion, cancel the registration. Reuse of the asset itself is permitted even in this case.
5. In the event the cause of the cancellation of the registration as set forth in the preceding clause is deemed to have caused complaints or other legal disputes based on infringement of the copyright or other intellectual property rights of a third party, DJT may, at its discretion, suspend the use of the game account of the applicable artist.

Section 12. Obtaining and Using Data

1. DJT may obtain the types of data listed below (hereinafter referred to as the "User Data") through the User's use of the Service.
 - (1) Nickname, avatar, age, gender, area of residence, e-mail address;
 - (2) Device data (e.g. device ID such as UDID hash value, device used, MAC address, OS, device language settings, country of access);
 - (3) Wallet address and other data necessary for blockchain transactions;
 - (4) Service usage information (e.g. Service version, location data, usage history);
 - (5) Information on campaigns that were used; and

- (6) Information about inquiries and troubleshooting, and information for research regarding the User.
2. When the Uploaded Data and the User Data (hereinafter collectively referred to as the "Data") are considered personal information as defined in the Act on the Protection of Personal Information, such personal information will be handled properly in accordance with the TOS and the DJT Privacy Policy (<http://www.gl-inc.jp/privacypolicy/>).
3. DJT uses the Data for the purposes listed below:
 - (1) To verify identity and to send notices (in addition to notices about the Service, this includes providing information about other services, including those offered by DJT);
 - (2) For after-sales service and inquiries;
 - (3) To provide ads for third-party products and services;
 - (4) To conduct surveys, competitions, and campaigns;
 - (5) To analyze user tendencies and to provide suitable services, ads, and other information;
 - (6) To prepare statistical data on Service usage, and to publish this on the Service or on DJT's website or provide it to third parties; and
 - (7) To investigate when there is a suspected violation of the applicable laws and regulations or the TOS, or to otherwise conduct investigations for the purpose of securing DJT's interests.
4. Except as permitted by the Act on the Protection of Personal Information or other applicable laws and regulations, DJT shall not disclose the Data to any third party without User consent.
5. DJT may, at its own discretion, delete all of the Data when DJT has deleted the User's Account or has stopped offering the Service.

Section 13. Prohibited Conduct

The User shall not use the Service to engage in the following acts, or any other act that may possibly be categorized as such acts:

- (1) Acts that violate any applicable laws and regulations, public policy, or the TOS;
- (2) Criminal acts, conduct that leads to criminal acts, or conduct that promotes such acts;
- (3) Posting information that is harmful to adolescents (as defined in Article 2, Paragraph 3 of the Act on Development of an Environment that Provides Safe and Secure Internet Use for Young People), or luring children to become a partner in sexual acts;
- (4) Sending or storing text or images with child pornography or other content that would make other users uncomfortable;
- (5) Engaging in any conduct for the purpose of having intercourse with others or an obscene act or encounter;
- (6) Sending or storing data about dating with unknown others;
- (7) Using false information to register as a user, or otherwise providing or disseminating untruthful information to DJT or third parties through the Service;
- (8) Using or selling or purchasing drugs, especially contraband such as stimulants or narcotics, or

- recommending or encouraging minors to drink, smoke, or gamble;
- (9) Encouraging or recommending suicide or self-harm;
 - (10) Posting content that libels, defames, or insults a third party or content that harms the reputation or credibility of a third party, or other harassing conduct;
 - (11) Posting expressions that lead to discrimination based on race, ethnicity, gender, creed, social status, place of residence, physical characteristics, medical history, education, or wealth;
 - (12) Commercial activities outside of the Service, or preparing for such activities by using the Service or data provided through the Service (including selling, or offering to sell, Profiles or private keys outside the Service, irrespective of the type of consideration, but excluding any act that is permitted under the TOS);
 - (13) Encouraging involvement in political groups or religious organizations, or otherwise engaging in political or religious activity;
 - (14) Improperly collecting or using other users' personal information;
 - (15) Infringing on the Intellectual Property Rights and Moral Rights of DJT or a third party;
 - (16) Creating, distributing, or using an outside program such as a bot or cheat tool (including, but not limited to, outside tools to manipulate the results from using the Service in ways not intended by DJT);
 - (17) Using the results obtained by a third party from using the type of outside program described above for oneself;
 - (18) Improperly manipulating the results obtained from using the Service by oneself or in collaboration with another user, or by taking advantage of another user's actions;
 - (19) Putting a significant burden on the servers or networks used to run the Service;
 - (20) Engaging in any unauthorized access;
 - (21) Deliberately providing or disclosing information about deficiencies in the Service to a third party other than DJT;
 - (22) Posing as DJT, another user, or another individual or organization associated with the Service, or otherwise somehow misleading a third party about one's association with the Service;
 - (23) Distributing computer viruses;
 - (24) Modifying, damaging, disassembling, decompiling, or reverse engineering the program used in the Service;
 - (25) Modifying, damaging, disassembling, decompiling, or reverse engineering the OS installed on the device (including rooting or jailbreaking a device);
 - (26) Harming or otherwise somehow inconveniencing DJT or a third party;
 - (27) Interfering with the normal delivery of the Service;
 - (28) Damaging the credibility of DJT or the Service; or
 - (29) Any other act that DJT determines to be improper;

Section 14. Restriction, Suspension, or Cancellation

DJT may refuse to allow the User to begin using the Service, suspend or restrict the User's use of the Service, or delete the User's Usage Data or Account if:

- (1) the User has violated the TOS, including engaging in the prohibited conduct listed in the preceding section, or DJT determines there is a likelihood of such situation;
- (2) the User has engaged in conduct (including acts or omissions outside of the Service) that has interrupted or interfered with the provision of the Service, or DJT determines there is a likelihood of such situation;
- (3) the User has used the Service in a way other than that specified by DJT, or some other improper way;
- (4) the User has been sanctioned by DJT in the past under this section; or
- (5) DJT otherwise determines that the User would be inappropriate as a user of the Service.

Section 15. Changing, Suspending, or Terminating the Service

1. DJT may, without prior notice to the User and at its discretion and for any reason, in whole or in part, change, suspend or terminate provision of the Service at any time.
2. DJT may, without prior notice to the User, suspend or terminate delivery of the Service temporarily or for an extended period if:
 - (1) it becomes impossible to provide the Service due to an earthquake, tsunami, typhoon, lightning, heavy rains, flooding or other natural disaster; or due to a fire, power outage or other unforeseen event; or due to war, unrest, riots, civil disturbance, or a labor dispute;
 - (2) it becomes impossible to provide the Service due to scheduled or emergency maintenance on the systems necessary to deliver the Service; due to network congestion; or due to a disruption at a service provider; or
 - (3) other than as listed above, DJT determines that it is necessary to suspend or terminate provision of the Service for business or technical reasons.
3. DJT shall not be liable for any damages suffered by the User as a result of any change, suspension or termination of the Service pursuant to this section.

Section 16. Limitation of Liability

1. The User acknowledges that the service and information provided in the Service are by nature updated on a daily basis. DJT does not warrant that the existence and content of such service and information are perpetual.
2. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any damage suffered by the User or any third party as a result of the use of or inability to use the Service (including the extinction of cryptocurrency in the Wallet, or any information necessary for the use of the cryptocurrency).
3. DJT does not warrant the completeness, accuracy, adequacy, usefulness, timeliness, legality of the Service or the information provided by the Service, or the conformity of the same with the

use purpose and environment of the User. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any damage arising from the User's use of the Service or such information, or inability by the User to use the same.

4. As to any and all websites of third parties that may be accessed through the link from the Service, DJT does not warrant the the legality, integrity, safety, or accuracy of the contents, etc. of such websites, or that such contents, etc. are not offensive to public policy.
5. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any loss or damage arising from the User's use of such websites, or products or services provided through such use.
6. DJT does not warrant that the Service does not infringe the rights of any third party.
7. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be responsible for any dispute between the Users or between the User and third party that arises from the use of the Service.
8. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any damage suffered by the User arising from any unauthorized access to the Service, invasion of computer viruses, or any conduct of third parties.
9. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for any damage suffered by the User arising from telecommunication providers, electric power suppliers or other service providers.
10. Except in cases of willful misconduct or gross negligence on the part of DJT, DJT shall not be liable for the deletion or loss of information relating to the Service, loss of data due to the use of the Service, any trouble or damage in or to any equipment or other damage suffered by the User in connection with the Service.

Section 17. Liability for Damages

1. In the event that the User inflicts any damage to DJT as a result of violation of any provision set forth in the TOS, or otherwise due to reasons attributable to the User, the User shall be liable for the damages suffered by DJT (including reasonable attorney's fees).
2. Even in the event that DJT is held liable for any damage suffered by the User pursuant to the Consumer Contract Act, or other applicable laws and regulations, the provision that limits the liability of DJT notwithstanding, DJT's liability shall be limited to the the amount of the price (or other economical value) actually received from the relevant User during the period of one month immediately preceding the occurrence of the event that directly caused the damage. The above limitation does not apply if there is any willful misconduct or gross negligence on the part of DJT. However, even in such case, DJT's liability for damages shall be limited to the damages directly suffered by the User, and such damages shall not include consequential damages, incidental damages or indirect damages such as loss of profit, regardless of whether or not that was actually foreseen by DJT or was foreseeable.

Section 18. No Transfer of Rights and Obligations

The User may not assign, change the name, pledge, or offer as collateral to a third party the status or rights and obligations that they have as a user under the TOS, in whole or in part, or otherwise dispose thereof.

Section 19. Amending the TOS

1. DJT may, at its own discretion, amend the TOS at any time without prior notice to the User.
2. Except when otherwise specified by DJT, the TOS amended pursuant to the preceding paragraph shall become valid at the time that DJT provides notice of the revisions via the Service.

Section 20. Validity of the TOS

1. Even if any of the provisions of the TOS are deemed invalid pursuant to law/regulation, this will have no effect on the validity of the other provisions.
2. Even if any of the provisions of the TOS are deemed invalid or canceled in relation to a particular User, this will have no effect on the validity of the provisions in relation to other Users.

Section 21. Governing Law and Agreed Jurisdiction

The TOS shall be governed by and interpreted in accordance with the laws of Japan.

The Tokyo District Court shall have exclusive jurisdiction as the court of first instance with respect to any dispute pertaining to the Service.

Effective September 21, 2018

doulbe jump.tokyo Inc.