

Terms of Use for “Motivation Cloud Role Development” Services

Customers (collectively, “Users”) who wish to use the “Motivation Cloud Role Development” services (“Services”) provided by Link and Motivation Singapore Pte. Ltd.(“LMS”) shall use the Services in accordance with the following terms of use (“TOU”).

Article 1. Definitions

The definitions for the terms used in these TOU shall be as follows.

- (1) “Motivation Cloud Role Development Services” means one of the Motivation Cloud services set forth in the following item, being the cloud system for promoting the growth of User’s employees and strengthening the organization, and the services incidental thereto provided by LMS.
- (2) “Motivation Cloud” means LMS’s suite of services that supports the achievement of sustainable organizational performance by visualizing the conditions of organizations and individual employees and promoting improvements to such organizations and individual employees based on identified issues. Motivation Cloud consists of the following services:
 - (i) Motivation Cloud Engagement
 - (ii) Motivation Cloud Role Development
- (3) “Cloud System” means the system on the cloud (“System”) having all the functions to implement a Survey (defined below) (including the functions to register a User’s information and to analyze and process and provide survey results) and to access survey results and the like (including the function to confirm a User’s organizational topics, areas of improvement, action plans, and the like).
- (4) “Survey(s)” means the diagnostic method developed by the LMS for conducting investigations (e.g., levels of expectation, satisfaction) regarding specific individual employees of the Users. All stages—invitation, response, aggregation, and calculation of results—collectively referred to as “Survey Implementation”—shall be conducted in accordance with these TOU.
- (5) “Contract Type” means either a “Standard Contract” or a “Long-Term Contract” as indicated in the “Schedule of Fees for Motivation Cloud Role Development Services” separately provided by LMS (“Schedule of Service Fees”).
- (6) “Pricing Plan” means one of the four Service-fee plans—Light Plan, Basic Plan, Skill Plan, Basic × Skill Plan—specified in the Schedule of Service Fees.
- (7) “Plan Change” means any of the following changes:
 - (i) when the Customer is using one or more Pricing Plans, changing an in-use Pricing Plan to a different Pricing Plan;
 - (ii) when the Customer is using one or more Pricing Plans, adding a new Pricing Plan;
 - (iii) when the Customer is using multiple Pricing Plans, suspending one or more in-use Pricing Plans.
- (8) “Plan Grade” means one of the four grades—A, B, C, or D—applicable to each of the Basic Plan, Skill Plan, and Basic × Skill Plan.
- (9) “Upgrade” means changing the Plan Grade of a Pricing Plan as follows:
 - (i) changing the Plan Grade from A to B, C, or D;
 - (ii) changing the Plan Grade from B to C or D;
 - (iii) changing the Plan Grade from C to D.
- (10) “Downgrade” means changing the Plan Grade of a Pricing Plan as follows:
 - (i) changing the Plan Grade from B to A;
 - (ii) changing the Plan Grade from C to B or A;
 - (iii) changing the Plan Grade from D to C, B, or A.
- (11) “Plan Grade Change” means performing an Upgrade or Downgrade as defined in the preceding two paragraphs.
- (12) “Registered User(s)” means Users’ employees who can use the Services.
- (13) “Account” means a unique identifying method used to verify access to the Services provided by LMS.
- (14) “Password” means a string of characters used to verify access to a server required when

confirming a User's account.

- (15) "Start Month" means the month in which a User specifies that it will start using the Services. The commencement date of a User Agreement (defined below) will be the first day of the Start Month regardless of the date on which the relevant User begins using the Services.
- (16) "Rule Establishment" means the act of registering a period and other parameters on the System to implement a Survey (cycle) when a User starts using the Services.

Article 2. Purposes and Details of the Services

LMS shall provide the Services to Users in order to support the growth of individual employees by enabling Users' employees to identify their own development issues within the organization and to encourage remedial action, thereby strengthening Users' organizations

Article 3. Conclusion of User Agreement and Confirmation Matters

1. Users shall submit LMS's prescribed Application Form after agreeing to all provisions of these TOU. LMS shall review each application in accordance with its prescribed criteria and, if it decides to approve, shall notify the User of such approval. Upon notification of approval, a User Agreement for the Services shall be deemed concluded between LMS and the User. These TOU shall remain in effect for the entire period during which the User uses the Services.
2. As the organizer of Survey Implementation, each User shall be responsible for managing its employees, shall ensure that no misconduct (such as disclosure of survey questions) occurs, and shall require all respondents to agree to and comply with any Respondent Terms of Use separately prescribed by LMS.
3. Users acknowledge that Amazon Web Services is used as the server and network infrastructure for the Services. The applicable privacy notice is as follows:
Amazon Web Services Privacy Notice:
<https://aws.amazon.com/privacy/>
4. When using any function of the Services that employs the "OpenAI API" provided by OpenAI (or its successor service), Users shall bear sole legal and other responsibility for their use of such AI functions, for any acts incidental thereto (including providing User data to OpenAI), and for all results arising therefrom. The applicable data usage policies are as follows:
OpenAI API Data Usage Policies: <https://openai.com/policies/services-agreement/>
5. Users acknowledge that some portions of the Services described in the Schedule of Service Fees may be delivered online.
6. Users guarantee that, in accordance with applicable laws, regulations, and guidelines concerning personal information protection, they have obtained the consent of data subjects to the provision and use of any personal information (as defined under the Act) entrusted or provided to LMS for the purpose of delivering the Services, that such personal information has been acquired properly and lawfully, and that LMS's use thereof does not infringe any third party's rights and is otherwise lawful.

Article 4. Obligation to Notify Changes to Registered Information

1. Users warrant that all Registered Information (including the items set forth in the Application Form) provided to LMS at the time of applying for the Services is accurate.
2. If any change occurs in Registered Information, Users shall promptly submit a Notice of Change in the form prescribed by LMS.
3. LMS shall reflect the information notified by the User under the preceding paragraph in the System on the first day of each month. The User acknowledges and agrees that, due to system constraints, there may be a time lag before such information is reflected.

Article 5. LMS's Scope of Guarantees for Services

1. LMS shall provide the Services with the due care of a prudent manager.
2. LMS guarantees to Users that the Services provided by LMS, excluding output generated by AI functions, do not infringe on any third party's copyrights or any other rights and that the Services are legal.
3. LMS does not guarantee to Users that the output generated by the AI functions is accurate, reliable, safe, etc., or that the output generated by the AI functions does not infringe on any

- copyright or other rights of any third party.
4. LMS guarantees that, as the Services are in principle conducted via the System on the web and that all analysis processing and the provision of results are performed electronically and automatically, it will not modify, manipulate, or otherwise process any Response Information during the Survey Implementation process.
 5. Before using the Services, Users understand and acknowledge: (i) that differences exist in the effects of the Services depending on the company, (ii) that LMS does not guarantee specific objective effects in regard to the results of the Services, and (iii) that the User uses the Services at its own responsibility. Notwithstanding the foregoing, LMS not making this guarantee is limited to the extent permitted by applicable laws.
 6. Users may use certain features that are still under development when using the Service. However, Users acknowledge and agree in advance not to disclose or leak such features to any third party and to take full responsibility for any use or outcomes derived from these features.

Article 6. Subcontracting

LMS may subcontract the performance of some or all of the Services to a third party specified by LMS ("Contractor"). In this event, LMS shall ensure that the Contractor complies with the same obligations with respect to the User as provided in the relevant User Agreement. Furthermore, LMS shall be directly liable to the User for the Contractor's violation of such obligations.

Article 7. Usage Fees for the Services

1. Users shall pay LMS the following costs as the usage fees for the Services.
 - (1) Initial Set-up Costs
Initial set-up costs are those costs arising as consideration to establish the rules when the User starts to use the Services (the month in which Rule Establishment is completed shall be the "Rule Establishment Completion Month"). The initial set-up costs shall be as indicated in the Schedule of Service Fees.
 - (2) Monthly Costs
Monthly costs are those costs arising monthly from the Service Start Month (which is the same as the System Start Month) until the last day of the month during which the relevant User Agreement ends. Monthly costs are charged on a per-month basis and are not calculated per diem. Monthly costs are determined in accordance with the User's selected Fee Plan and Registered User Limit, and detailed in the Schedule of Service Fees.
2. Among the implementation items set forth in the Schedule of Service Fees, neither the initial set-up costs nor the monthly costs as described in the preceding paragraph will be reduced, regardless of whether a User requests not to implement an item.
3. In the event of any change to the Registered User Limit, monthly costs shall be handled as follows:
 - (1) Increase of Registered User Limit
A User may increase its Registered User Limit by submitting a Notice of Change to LMS. The increased monthly costs shall apply as of the month in which the Registered User Limit is increased.
 - (2) Decrease of Registered User Limit
A User may decrease its Registered User Limit only if LMS receives a Notice of Change by the last day of the second month before the month in which the decrease is to take effect. The reduced monthly costs shall apply as of the month in which the Registered User Limit is decreased. Furthermore, once a User decreases its Registered User Limit, it may not change that limit again for one year from the effective date of such decrease.
4. The payment method for the initial set-up costs shall be as follows.
Initial set-up costs shall be invoiced at the end of the Rule Establishment Completion Month. LMS shall issue an invoice to the User, and the User shall pay such costs by bank transfer to the account designated by LMS by the last day of the month following the Rule Establishment Completion Month (or by the payment deadline specified by LMS).
5. The payment method for the monthly costs shall be as follows.
Monthly costs shall be invoiced on the last business day of each month at 15:00. LMS shall

issue an invoice to the User, and the User shall pay such costs by bank transfer to the account designated by LMS by the last day of the following month. Notwithstanding the foregoing, this provision shall not apply if LMS and the User agree to payment by direct debit.

6. If a User requests and LMS approves, the User may change the payment method for monthly costs from monthly payment to lump-sum prepayment.
7. Users shall cover the bank processing fees for the payments described in the preceding paragraphs. All payments shall be made in USD or the local currency unless otherwise stipulated in the contract.

Article 8. Changes to Fee Plans and Plan Grades

1. Users understand that the Services are designed to operate on a one-year PDCA cycle and agree that neither their Fee Plan nor their Plan Grade may be changed for one year from the contract commencement date.
2. During the Basic Use Period and any Renewal Period, Users may effect a change to their Fee Plan or Plan Grade once per year by submitting a Notice of Change to LMS on or after each twelve-month anniversary of the start month of the Basic Use Period (as defined in Article 22).
3. If no change to the Fee Plan or Plan Grade is made at the end of the Basic Use Period, the Fee Plan and Plan Grade in effect during the Basic Use Period shall continue to apply.

Article 9. Response to Delayed Payments

1. LMS may discontinue providing the Services if it cannot confirm receipt of payment from a User. In this event, LMS shall start providing the Services again after the User promptly deposits the relevant payment in response to LMS's non-payment notice and LMS confirms receipt thereof. If the User does not deposit the relevant payment in response to LMS's non-payment notice, LMS may terminate the User Agreement in accordance with Article 20.2.
2. If a User does not pay all or some of its usage fees, LMS may charge a User for delay damages with respect to unpaid usage fees in an amount calculated per diem in accordance with the statutory interest rates as of the day following the payment deadline until the actual payment date.

Article 10. Account and Password Management

1. Users shall manage their accounts and passwords required to use the Services properly and shall maintain and manage all equipment necessary to use the Services. Furthermore, Users shall inform their employees of the conditions set forth in these TOU and shall ensure that such employees comply therewith to the extent reasonably necessary.
2. Users shall be liable for preventing the theft of their accounts and passwords as well as inappropriate use by a third party. A User shall immediately notify LMS if it discovers that its account or password were stolen or inappropriately used by a third party. Users will be fully liable to the extent permitted by applicable laws and regulations in the unlikely event that LMS incurs damages due to inappropriate use of a User's account or password.

Article 11. Prohibited Actions

Users shall comply with the provisions set forth below.

- (1) Users shall use the Services only in the manner specified by LMS and shall not use the Services by any method other than that specified by LMS.
- (2) Users shall not conduct any secondary analysis of survey results obtained through the System, whether personally or through third parties, other than by the methods recommended by LMS.
- (3) Users shall not disassemble, decompile, reverse engineer, parse, analyze, or otherwise attempt to obtain source code of the System or any software comprising the System, in a manner that could damage LMS or any third party.
- (4) Users shall not engage in unauthorized access to the System's hardware or software, cracking, or any other act that may impair such equipment.
- (5) Users shall not engage in, or attempt to engage in, any act that interferes with or may interfere with the provision of the Services.

- (6) Users shall not use the Services (including LMS's ideas and know-how disclosed through the Services) or any accompanying documents, data, or materials provided by LMS for any purpose other than to use the Services.
- (7) Users shall not permit any third party other than Registered Users to use accounts or passwords for the Services, nor allow any third party (including Registered Users) to lend, assign, or pledge such accounts or passwords.
- (8) Users shall not use or attempt to obtain any account or password of another User in connection with the Services.
- (9) Users shall not disclose, assign, or loan to any third party any documents, data, or materials acquired through the Services, either during the term of the User Agreement or after its expiration.
- (10) Users shall not input into any generative AI any of LMS's ideas, know-how, or other information disclosed through the use of the Services, or any information contained in documents or data provided by LMS incidental to the Services, either during the term of the User Agreement or after its expiration.
- (11) Users shall not use AI functions in a manner that violates OpenAI's Usage Policies. [OpenAI Usage Policies]:
<https://openai.com/policies/usage-policies>
- (12) Users shall not commit any other act equivalent to the preceding items, nor any act that LMS reasonably determines constitutes use of the Services in a manner not specified by LMS or runs counter to LMS's interests.

Article 12. Non-Competition

Users shall not develop or provide any organizational diagnostic systems using the Intellectual Property Rights, know-how, or similar assets related to the Services.

Article 13. Handling of Information Acquired through the Services

1. LMS shall manage Users' business and operational information, data, and content acquired through the Services (collectively, "Confidential Information") with the due care of a prudent manager during and after the effective term of the relevant User Agreement, and shall not use Confidential Information for any purpose other than providing the Services or disclose or divulge Confidential Information to any third party. Provided, however, that the following information shall not be deemed Confidential Information:
 - (1) Information in the public domain or information that becomes public through no fault of LMS after LMS receives it from the User;
 - (2) Information already owned by LMS when LMS receives it from the User;
 - (3) Information that LMS discloses or provides to a third party after obtaining the User's prior consent;
 - (4) Information lawfully obtained by LMS from a third party having legitimate authority without a confidentiality obligation;
 - (5) Statistical data created pursuant to Paragraph 4.
2. LMS shall comply with its prescribed Personal Information Protection Policy, as well as all applicable laws, regulations, and guidelines concerning the protection of personal information in relation to personal information acquired through the Services (including personal information of Users' employees who respond to a Survey).
3. Notwithstanding the provisions of Paragraph 1, LMS may use information obtained from the User and the User's employees through the Services (including all information obtained on or after the date on which the User agreed to these TOU in the Application Form) for the purposes of providing and improving Motivation Cloud, and analyzing and publishing the validity, reliability, and trends of Motivation Cloud.
4. Notwithstanding the provisions of Paragraph 1, LMS may use a User's survey results obtained through the Services in a statistical form that does not identify any individual for the purpose of researching correlations between the survey results and User information (such as productivity, profitability, and turnover rate), and, to the extent necessary for such research, may disclose the User's name and survey results to research institutions commissioned by

LMS.

5. LMS may publish externally the results of research conducted pursuant to the preceding paragraph; provided, however, that such publication shall be in a format whereby neither the User nor its employees can be identified or specified.

Article 14. Publicizing a User's Use of the Services

1. LMS may publicize a User's company name as a company that subscribes to the Services, as long as such User does not specifically request otherwise. In this event, the User shall permit LMS to use the User's company logo free of charge.
2. Upon obtaining a User's prior written consent, LMS may describe the Contract Type of the User, its project, and other information about such User when presenting its Services to a third party.

Article 15. Ownership of Rights

1. LMS solely owns the ownership rights and copyrights related to the Services, as well as all other intellectual property rights (collectively, "Intellectual Property Rights", including the rights arising from the content obtained by Users' use of the AI functions). No Intellectual Property Rights will be assigned or transferred to a User due to the User's use of the Services. LMS's ownership of the Intellectual Property Rights will not in any way impede the User's internal use of the results of the Services for its inherent purposes.
2. LMS may immediately discontinue a User's use of the Services or take measures to prohibit infringement by a User if the User is found to be substantially infringing LMS's Intellectual Property Rights, and such User shall accept such measures.

Article 16. Compensation for Damages

A User shall be liable to compensate LMS for damages incurred by LMS due to such User's breach of its User Agreement.

Article 17. Adding or Changing the System's Functions

Users understand and acknowledge that LMS might add or change a System's functions at LMS's discretion for the purpose of improving the System's functions and that LMS does not guarantee that all of the functions and performance of the System before the change will be maintained through such addition or change.

Article 18. Suspended Provision of the Services

1. In the event that LMS conducts maintenance or changes the specifications of the System provided via the Services, LMS may suspend the provision of the Services after notifying a User in advance.
2. LMS may suspend the provision of the Services without notifying a User or obtaining the User's consent in advance in the event that any of the following situations arises:
 - (1) LMS is unable to provide the Services due to a natural disaster or other emergency situation or there is a risk thereof;
 - (2) Any laws, guidelines, or other regulations related to AI or the Service prevent the provision of the Service; or
 - (3) LMS determines that suspending the provision of the Services is required due to an unavoidable reason.

Article 19. Disclaimers

1. In the event that a User incurs damages due to LMS's willful misconduct or negligence in providing the Services, LMS shall be liable for compensating such User for such damages up to the total amount of the User's usage fees paid to LMS for the past 12 months, starting from the month preceding the month in which the damage occurred (counted as the first month). The upper limit set forth in this paragraph shall apply to damages caused by the same causative act, regardless of when such damages were incurred and when they were discovered, and all such damages shall be added together; provided, however, that the provisions in this paragraph concerning the maximum compensation for damages will not

- apply if LMS breaches Articles 13.1 and 13.2 of these TOU.
2. Notwithstanding the preceding paragraph, LMS shall not be liable in any way if a User incurs damages due to the following reasons.
 - (1) The User's account is used inappropriately as provided in Article 10.2;
 - (2) The User breaches Article 11;
 - (3) LMS suspends provision of the Services pursuant to Article 18;
 - (4) LMS terminates a User Agreement, in whole or in part, pursuant to Article 20;
 - (5) LMS is unable to hold the training on the scheduled date due to natural disasters, Acts of God, or other force majeure;
 - (6) LMS is unable to provide the Services in whole or in part due to a defect in the User's internet-connection services, another impediment to the User's internet connection, a defect of the telecommunications services provided by the User's telecommunications carrier, a defect of the OpenAI API provided by OpenAI, illegal access, interference with the Services, or a computer virus or other third party's wrongful act; or
 - (7) A loss or change in the data related to the Services occurs due to any of the foregoing situations.
 3. Notwithstanding Paragraph 1 above, LMS shall not be liable for any damage incurred by Users or any other third party as a result of the Users' use of the AI functions. In the event that any claim or demand is made to LMS by a third party other than the User as a result of the User's use of the AI functions, the User shall settle such claim or demand at the User's own expense, and if LMS incurs any damage (including attorney's fees) in such case, the User shall indemnify LMS against all such damage.

Article 20. Termination of User Agreement

1. Either LMS or a User may immediately terminate a User Agreement, in whole or in part, without providing any notice to the other party, if any of the following situations applies to the other party:
 - (1) The other party has breached the User Agreement, and it is objectively and reasonably acknowledged that maintaining the User Agreement would be difficult;
 - (2) The terminating party determines that the other party has caused significant damage to the terminating party's reputation;
 - (3) The other party becomes insolvent or its financial condition otherwise deteriorates, or adequate grounds exist to acknowledge that there is a possibility thereof;
 - (4) The other party becomes subject to a disposition suspending its transactions with a clearinghouse;
 - (5) The other party receives a petition for attachment, provisional attachment, provisional disposition, auction, compulsory execution, disposition of delinquency, or the like;
 - (6) The other party files a petition to commence bankruptcy proceedings, company reorganization proceedings, civil rehabilitation proceedings, or other liquidation proceedings under applicable laws or regulations equivalent to the foregoing; or
 - (7) Another situation equivalent to any of the foregoing arises.
2. LMS may immediately terminate a User's User Agreement without providing any notice to the User, if any of the following situations applies to the User:
 - (1) The User falls into arrears for its monthly costs even once, and (i) the User does not make payment within 14 days of LMS's payment notification or (ii) when it is objectively and reasonably acknowledged that the User is unlikely to make payment in view of the User's financial condition; or
 - (2) The User falls into arrears for its monthly costs, and the default amount reaches the monthly costs of three (3) months.
3. In the event that LMS terminates a User's User Agreement during the Basic Use Period or the Renewal Period (as defined in Articles 22.1 and 22.2) due to the User's breach of Paragraph 1(1) or (2) of this Article or the preceding paragraph, such User must pay to LMS a penalty in an amount equivalent to the usage fees for the remaining period until the expiration of the Basic Use Period or the applicable Renewal Period. If LMS incurs damages exceeding the penalty amount provided in this paragraph, LMS may claim such excess damages from the User.

Article 21. Exclusion of Criminal or Organized Crime Groups

1. Both LMS and the User represent and warrant neither they nor their representatives, officers, employees, or individuals with substantial management authority currently constitute or will constitute any of the following:
 - (1) An organized crime group;
 - (2) A member of an organized crime group;
 - (3) A quasi-member of an organized crime group;
 - (4) An entity related to an organized crime group;
 - (5) An extortionist or the like, political racketeering organization, or crime group specialized in intellectual crimes or the like; or
 - (6) Another person or entity equivalent to the foregoing.
2. Both LMS and the User pledge not to perform any of the following acts themselves or through a third party:
 - (1) Make a violent demand;
 - (2) Make an unreasonable demand exceeding legal responsibility;
 - (3) Use threatening language or conduct or violence in a transaction;
 - (4) Spread rumors, cause damage to the other party's reputation by fraud or force, or interfere with the other party's business; or
 - (5) Other acts equivalent to the foregoing.
3. Either LMS or the User may terminate the User Agreement without notifying or warning the other party if the other party violates either of the two (2) preceding paragraphs.
4. In the event that the User Agreement is terminated in accordance with the provisions of the preceding paragraph, the non-terminating party may not request any damages that it has incurred due to the termination from the terminating party; provided, however, that this provision shall not prevent the terminating party from demanding compensation for damages due to the termination.

Article 22. Period of Use

1. The period of use for the Services shall be as set forth in the Application Form (the "Basic Use Period"). The first month of the Basic Use Period, which shall be the same as the Start Month, shall be the month indicated as the "Subscription Start Month" in the Application Form.
2. User Agreements shall be renewed for consecutive periods of one (1) year unless the User notifies LMS in writing of its intent not to renew by the last day of the month before the month in which the Basic Use Period ends ("Renewal Period"); provided, however, that this paragraph shall not apply if otherwise stipulated in an agreement between LMS and the User.

Article 23. Users' Termination Restrictions

1. The User acknowledges that the Services are provided on the premise that they will be continuously used throughout the entire Basic Use Period or any Renewal Period, and that LMS has established the service fees and secured the systems, personnel, and other resources necessary for providing the Services based on such continuous use. Accordingly, the User may not terminate this Agreement until the expiration of the Basic Use Period or the applicable Renewal Period.
2. Notwithstanding the provisions of Paragraph 1, a User may terminate a User Agreement during the Basic Use Period only if the User submits a Notice of Termination in the form prescribed by LMS by the last day of the month preceding the month in which the User wishes to discontinue use, and pays to LMS in a lump sum the usage fees through the month in which use is discontinued and, as a penalty, an amount equivalent to the usage fees for the unused remaining period of such Basic Use Period.
3. Notwithstanding the provisions of Paragraph 1, a User may terminate a User Agreement during a Renewal Period only if the User submits a Notice of Termination in the form prescribed by LMS by the last day of the month preceding the month in which the User wishes to discontinue use, and pays to LMS in a lump sum the usage fees through the month in which use is discontinued and, as a penalty, an amount equivalent to the usage fees for the unused remaining period of such Renewal Period.

Article 24. Revisions to User Agreements

1. LMS may revise a User Agreement or the Appendices as needed to the extent permitted by applicable laws. In this event, LMS shall announce that a User Agreement or the Appendices have been revised, the details of the revision, and the time that the revision will take effect.
2. In the event that LMS revises any material terms or conditions of a User Agreement pursuant to the preceding paragraph, LMS shall promptly notify Users of the details of such revisions and the effective date via the System or the Service website. If a User does not file a written objection within one (1) month after such notice, the User shall be deemed to have accepted the revised terms and conditions.

Article 25. Voluntary Suspension of Services upon User's Request

1. In the event that a User wishes to suspend its use of the Services during the Basic Use Period or the Renewal Period, such User shall notify LMS in writing by the last day of the month that falls two (2) months before the month in which the User wishes to suspend its use of the Services ("Suspension Notification Month"). If LMS approves the suspension in accordance with its prescribed criteria, LMS shall ensure that the suspension takes effect two (2) months after the Suspension Notification Month.
2. Prior to approving a User's suspension, LMS shall stipulate the suspension period (starting two (2) months after the Suspension Notification Month and ending within a period not exceeding one (1) year) upon mutual discussions with the User. The remaining Basic Use Period and Renewal Period shall not be affected by the suspension period, and usage fees therefor will not be incurred.
3. LMS will accept a User's request for suspension only once during the Basic Use Period and any Renewal Period.
4. The User shall begin using the Services again after the suspension period set forth in Paragraph 2 ends. The remaining Basic Use Period or Renewal Period will advance as of the month in which the User restarts use of the Services.
5. If the User does not restart use of the Services during the Basic Use Period when the suspension ends, the User must pay the penalties and undertake the termination procedures pursuant to Article 23.2. If the User does not restart use of the Services during the Renewal Period when the suspension ends, the User must pay the penalties and undertake the termination procedures pursuant to Article 23.3.

Article 26. Anti-Bribery

Each Party represents that, in connection with this Agreement, it has not been offered, promised, or received any improper or undue bribe, rebate, money, gift, or anything of value from any officer, employee, or agent of the other Party.

However, reasonable gifts or entertainment conducted within the bounds of ordinary business practices shall not be deemed a violation of the foregoing.

Article 27. Surviving Provisions

The provisions of Articles 11 to 16, 19, 21, and 28 to 32 of these TOU shall remain in effect and survive the termination of the User Agreement.

Article 28. Prohibition against the Transfer of Rights and Obligations

Neither LMS nor a User may assign or provide as collateral to a third party their status under a User Agreement or the rights and obligations arising pursuant thereto without the other party's prior written consent.

Article 29. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

Article 30. Governing Law

The governing law of the User Agreements shall be the laws of Singapore.

Article 31. Good Faith Discussions

If any matter is not set forth in a User Agreement or if any doubt arises regarding the interpretation thereof, LMS and the relevant User shall discuss and resolve the matter in good faith.

Article 32. Dispute Resolution

If any dispute arises in connection with a User Agreement, such dispute will be finally resolved by arbitration in accordance with the Singapore International Arbitration Centre's arbitration rules, unless not permitted by applicable laws and regulations. The arbitration venue will be Singapore, and the language will be English.

(Notes)

Enacted on July 1, 2026