

Article 1 (Membership Agreement)

The meanings of the terms used in these Terms shall be as defined in the following items.

(1) "Company" refers to Magito Co., Ltd.

(2) "Terms" means the "MuchiMaria Membership Agreement".

(3) "This site" means the website called "MuchiMaria" operated by the Company (in the event that the name or content of the service is changed for any reason, including the changed service) (<https://muchimaria.com>).

(4) "Service" means the service provided by the Company through the Site.

(5) "Agreement" means the contract between the Company and the Company concerning the use of the Service.

(6) "Business" means a person who has been registered as a business in accordance with the procedures prescribed by the Company.

(7) "User" means a person other than a business operator who uses this site, and includes both members and non-members.

(8) "Member" means a person who has been registered as a member in accordance with the procedures prescribed by the Company.

(9) "Transmitted information" means texts, illustrations, images, videos, and other information specified by the Company that are transmitted to the Service by business operators and members (regardless of whether they are open to the public, open only to specific parties, or private). Information (including information and processing results automatically generated on this service based on this).

Article 2 (Changes to Terms)

If the Company deems it necessary, it may change the Membership Agreement, etc. based on the provisions of Article 548-4 of the Civil Code. The fact that the change will be made, the content of the changed membership agreement, etc., and the time when it will take effect will be notified by posting on the website, e-mail, application push notification, or other appropriate methods before the time of effect.

Article 3 (Method of Notification to Members/Method of Contact from Members)

1. The Company will notify members by e-mail, posting on the website, or any other method that the Company deems appropriate.

2. If the notice is sent by e-mail, the notice shall be deemed to have reached the member at the time when the Company sends the e-mail to the member.
3. If the notice is posted on the website, the notice shall be deemed to have reached the member at the time the notice is posted on the website.
4. Members shall contact the Company in accordance with the method specified by the Company.

Article 4 (Member Registration)

1. Those who wish to use this service shall agree to the membership agreement and register as a member according to the method specified by the Company.
2. If a minor registers as a member, he/she shall obtain the consent of a legal representative. If a minor has registered as a member, we will assume that the consent of the legal representative has been obtained.
3. Of the Services, adult services may only be used by members aged 18 or over.

Article 5 (User ID/Password)

1. Members shall strictly manage their own user IDs and passwords at their own responsibility, and the Company shall not be held responsible for any unauthorized use by third parties.
2. Members shall not let a third party use, transfer, or lend their user ID and password.
3. If this service is used with a registered user ID and password, the Company will consider it to be used by the member with that user ID and password, and the effect will belong to that member.
4. If a member finds out that his or her user ID and password are known to a third party or is suspected of being used by a third party, the member shall immediately report to the Company and follow the instructions of the Company.

Article 6 (Prohibition of transfer, etc.)

The Company prohibits members from assigning, selling, leasing, transferring, licensing, or otherwise disposing of their membership status, the right to use this service based on their membership status, and their rights or obligations to a third party.

Article 7 (Change of registered information)

1. Members shall be obliged to immediately change their registered information in the event of any change in their e-mail address, telephone number, credit card information, or other information registered with the Company.
2. The Company shall not be held responsible for any disadvantage or damage caused to the member due to failure to change the registered information.

Article 9 (Service Usage Environment)

1. Members shall prepare terminals, electronic devices, communication devices, software, and Internet connection environment for using this service at their own responsibility and expense.
2. The member shall bear the communication expenses, etc., that occur when using this service.
3. If you use this service via a proxy server, VPN server, etc., you may not be able to use this service normally.

Article 10 (Self-responsibility of members)

1. If a dispute arises between a member and a third party in connection with the use of this service, the member shall resolve the dispute at the member's responsibility and expense.
2. If a member causes damage to a third party in connection with the use of this service, the member shall compensate for the damage at the member's responsibility and expense.

Article 11 (Settlement)

1. The member shall pay the usage fee for this service, the purchase price of the product within this service, the shipping fee and other expenses borne by the member (hereinafter referred to as "consideration") by the payment method designated by the Company.
2. The member shall be able to settle the consideration using the payment method provided by the credit card company, etc. designated by the Company (hereinafter referred to as the "payment company").
3. In the case of the preceding paragraph, the member shall enter into a contract with the settlement company in accordance with the terms and conditions determined by the settlement company, and if a dispute arises between the member and the settlement company, the member shall be responsible for resolving the dispute. Our company shall not be involved in this.
4. Payment fees (limited to those specified by the Company) shall be borne by the Member.

5. Regardless of the reason, the member cannot claim the return of the consideration paid.

Article 12 (Prohibited Acts)

1. The Company prohibits the acts set forth in the following items when members use the Service.

(1) Copyrights, trademark rights, design rights, patent rights, utility model rights and other intellectual property rights of our company or third parties

act of infringement

(2) Acts that infringe property rights, portrait rights, publicity rights, personality rights, honor rights, privacy rights, etc. of the Company or a third party;

(3) Acts contrary to public order and morals

(4) Acts contrary to laws and regulations

(5) Criminal acts, acts that lead to criminal acts, and acts that encourage criminal acts;

(6) Acts that violate laws and ordinances regulating the distribution of child pornography, pornography, obscene material, etc.

(7) Acts of posting false information

(8) Acts that impose an excessive burden on our server

(9) Acts that interfere with the operation of this service

(10) Acts that alter or damage the Service

(11) Acts of disassembling, decompiling, reverse engineering, or otherwise analyzing the Service or software provided by the Service;

(12) Acts of using this service for purposes other than the original service provision purpose of this service

(13) Acts of deleting, circumventing, or disabling technical protection measures such as security and DRM applied to the contents provided by this service

(14) Acquisition of content by illegal means or any act that encourages such acquisition;

(15) Acts that disadvantage the Company or a third party

(16) Acts of slandering, threatening, or harassing the Company or a third party;

(17) Acts that damage the credibility of the Company or the Service

(18) Acts that discriminate or encourage discrimination against third parties

(19) Acts of collecting and disclosing personal information or privacy information without the consent of a third party;

(20) Pre-election campaigns, election campaigns, or similar acts, and acts that violate the Public Offices Election Law

(21) Acts of using this service for the purpose of advertising the business of a member or a third party

(22) Acts of using the Service for the purpose of soliciting pyramid schemes or multi-level marketing.

(23) Act of posting a link that connects to the outside of this service

(24) Acts that interfere with the Company's business

(25) Acts of registering false information in the Service;

(26) Actions prohibited by the Membership Agreement, etc.

2. Judgment as to whether or not it falls under any of the prohibited acts set forth in the preceding paragraph shall be made at the discretion of the Company, and the Company shall not be held accountable for its judgment.

3. If the Company determines that the Member's conduct falls under any of the prohibited acts set forth in Paragraph 1, the Company may take any or all of the measures set forth in the following items without prior notice.

(1) Restrictions on use of this service

(2) Withdrawal due to cancellation of membership registration

(3) Other acts that the Company deems necessary

4. The Company shall not be held responsible for any damage caused to the member due to the measures in the preceding paragraph.

5. The Company may demand compensation for any damages, losses, and expenses (including legal fees and attorney fees) incurred by the Company due to acts in violation of the Membership Terms, etc.

Article 13 (Restrictions on Service Use)

1. The Company may restrict the use of the Service by Members in the following cases.

(1) When there is a suspicion that the member's user ID and password are being used by a third party

(2) When there is a suspicion that false information is included in the registered information

- (3) When payment of consideration, etc. is delayed or when there is a risk of delay in payment
- (4) When the Company cannot contact the member
- (5) Other cases that the Company deems necessary

Article 14 (Cancellation by the Company)

1. If a member falls under any of the following items, the Company may cancel the member registration and withdraw without giving any notice.

- (1) If the registered information contains false information
- (2) When the payment of consideration, etc. is delayed
- (3) When the member's credit status deteriorates and it is difficult to continue payment of consideration, etc.
- (4) If you have been withdrawn from our company in the past
- (5) When the member's heir, etc. informs us that the member has died, or when the Company is able to confirm the fact of the member's death.
- (6) When there is a petition for the commencement of bankruptcy proceedings or the commencement of civil rehabilitation proceedings
- (7) Failure to respond in good faith to requests from the Company
- (8) Other cases that the Company deems inappropriate.

2. The Company shall not be held responsible for any damage caused to the member due to the measures in the preceding paragraph.

3. A member who withdraws due to the measures in paragraph 1 shall lose the benefit of time at the time of withdrawal and shall immediately fulfill all obligations borne by the Company.

4. The provisions of Article 8, paragraphs 2 to 4 shall apply mutatis mutandis to the case of withdrawal according to this article.

Article 15 (Suspension of Service Provision)

1. The Company may suspend the provision of the Service if any of the following items apply.

- (1) When performing maintenance and inspection of this service

- (2) In the event of an accident such as a fire or power outage
- (3) In the event of an emergency such as a natural disaster
- (4) In the event of a system failure or network failure
- (5) When an unavoidable reason arises in the course of our business
- (6) Other cases that the Company deems necessary

2. The Company shall not be held responsible for any damages, etc. caused by the member being unable to use the Service due to the measures set forth in the preceding paragraph.

3. Notwithstanding the provisions of the preceding two paragraphs, in the event that the Service remains unusable for 72 hours or more continuously due to reasons attributable to the Company, the Company shall compensate the Member for any damage actually caused by the applicable service. Compensation will be made by either of the following methods at the discretion of However, the member shall make a claim to the Company within one month from the occurrence of the damage, and shall lose the right if the claim is not made within the period.

(1) Method of reducing the amount equivalent to the amount of compensation from the usage fee of the applicable service to be settled in the future

(2) Method of granting applicable service usage rights equivalent to the amount of compensation

Article 16 (Changes, Additions, and Abolition of Services)

1. The Company may change all or part of the Service at any time (including, but not limited to, the content of the Service, the specifications of the Service, the usage fee of the Service, and the price of products sold through the Service).), may be added or abolished.

2. The Company shall not be held responsible for any change, addition or abolition of all or part of the Service pursuant to the preceding paragraph.

3. When the Company changes, adds, or abolishes all or an important part of the Service pursuant to the provisions of Paragraph 1, the Company shall notify the Members to that effect at least a reasonable period of time in advance. However, this does not apply in urgent or unavoidable cases.

Article 17 (Disclaimer)

1. The Company does not guarantee that the Service is suitable for the specific purpose of the Member or that it has the quality and value expected by the Member.

2. The Company does not guarantee the completeness, accuracy, certainty, reliability, usefulness, etc. of

the Service. In addition, the Company does not guarantee that the Service is free from factual or legal defects.

3. The Company shall not be liable for any disadvantage or damage caused by the use of this service by members.

4. The Company shall not be held responsible for any disadvantages or damages caused by the member's inability to use the Service.

5. If the contract regarding the use of this service between the Company and the member corresponds to a consumer contract under the Consumer Contract Act, the provision of the Membership Agreement, etc. that completely exempts the Company from liability for damages shall not apply. increase. In this case, if the damage caused to the member is based on the Company's default or illegal act, the Company will be liable for damages up to the amount that the member paid to the Company in the most recent month as consideration for using this service. shall be However, this does not apply if there is intentional or gross negligence on our part.

6. Of the linked sites set up on sites managed by the Company, sites managed by third parties are not managed by the Company, and therefore the Company assumes no responsibility for such sites.

Article 18 (Intellectual Property Rights)

1. Copyrights, neighboring rights, and trademark rights of video, audio, programs, characters, images, illustrations, designs, trademarks, logo marks, and any other information (hereinafter referred to as "this content") provided by this service. , Intellectual property rights such as design rights belong to the Company or a third party licensed to the Company.

2. Members shall not engage in any act that infringes the rights of the Company or a third party with respect to the Contents.

Article 19 (Business transfer)

In the event that the Company transfers the business related to the Service to a third party, in conjunction with the business transfer, the Company shall transfer the status of the operator of the Service, the rights and obligations based on the Membership Agreement, etc., and the member's registration information and other information to the business. It shall be possible to transfer to the transferee of the transfer, and the member shall agree in advance to the transfer of the membership status, the rights and obligations based on the membership agreement, etc., and the member's registration information and other information.

Article 20 (Outsourcing)

1. The Company may outsource all or part of the operations of the Service to a third party (including a third party located in a foreign country), and Members shall agree to this in advance.
2. In the case of the preceding paragraph, if the Company deems it necessary, the Company may provide personal information to a third party (including a third party located in a foreign country), and the Member agrees in advance to this.

Article 21 (Assignment of receivables)

1. Members agree in advance without objection to the fact that the Company may assign claims against members to a third party (hereinafter referred to as "transferee").
2. In the case of the preceding paragraph, the member shall provide the member's name, address, telephone number, and information necessary for claiming the claim to the assignee of the claim for use in requesting and collecting the transfer of the claim.
3. In the case of paragraph 1, the Company and the assignee of the claim may omit individual notification to the member or request for approval of the transfer.

Article 22 (Liability for Damages)

Members shall be responsible for compensating for any damages caused to the Company in connection with the use of this service.

Article 23 (Governing Law and Exclusive Jurisdictional Court)

1. Membership agreements, etc. shall be interpreted in accordance with the laws of Japan.
2. The Tokyo District Court shall be the exclusive jurisdictional court of first instance for the resolution of disputes arising between the Company and members regarding the Service or the Membership Agreement.

Article 24 (Handling of personal information)

The Company will handle the personal information of members in accordance with the "Handling of Personal Information" stipulated by the Company.

Article 25 (Severability)

Even if any provision of the Membership Agreement, etc. or part thereof is deemed invalid or unenforceable under the Consumer Contract Act or other laws and regulations, the remaining provisions of the Membership Agreement, etc. shall remain fully valid. shall continue to be effective as.

Article 26 (Coordination with External Services)

1. Members may use services operated by third parties (services designated by the Company, hereinafter referred to as "external services". In addition, companies that operate external services are hereinafter referred to as "external service operating companies"). By using the account created by the member, you can register as a member as set forth in Article 4. Such membership registration can be carried out by following the procedure specified by the Company (hereinafter referred to as the "coordination procedure").

2. In carrying out the linkage procedure, the member agrees that the Company will acquire information about the member registered with the external service (hereinafter referred to as "external service information") and display it at the time of member registration. .

3. The Company will handle the personal information contained in the acquired external service information in accordance with the "Handling of Personal Information" stipulated by the Company.

4. Members shall comply with the terms and conditions established by the external service operating company regarding the registration and use of accounts for external services (including actions such as writing content and posting).

5. Members shall register and manage accounts on external services at their own responsibility.

6. Even if a member or a third party suffers damage due to insufficient management of the member's external service account and password, erroneous use, use by a third party, etc., the member shall be responsible for it. We are not responsible. In addition, if the Company incurs any damages due to such reasons, the member shall assume all responsibility and compensate for any damages suffered by the Company.

7. When using an external service, the member shall use the service at their own responsibility. We are not responsible for any troubles or any other matters related to the service.

Article 27 (Exclusion of Antisocial Forces)

1. Members are currently organized crime groups, members of organized crime groups, those who have not been a member of organized crime groups for less than 5 years, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers, etc., gangsters claiming to

be social movements, organized crime groups with special intelligence, and others. I declare that I do not fall under any of the following items (hereinafter referred to as “organized crime group members, etc.”) and that I do not fall under any of the following items, and I promise that I will not fall under any of the following items in the future.

(1) Having a relationship in which an organized crime group member, etc. is recognized to control management

(2) Having a relationship in which an organized crime group member, etc. is deemed to be substantially involved in management

(3) Having a relationship that is recognized as unfairly using an organized crime group member, etc., such as for the purpose of seeking unfair profit for a member or a third party, or for the purpose of inflicting damage on a third party.

(4) Having a relationship that is recognized as being involved in providing funds, etc., or providing convenience to organized crime group members, etc.

(5) An officer or a person who is substantially involved in management has a socially condemned relationship with an organized crime group member, etc.

2. Members shall ensure that they will not engage in any of the following acts, either by themselves or by using a third party.

(1) Violent demands

(2) Unreasonable demands beyond legal responsibility

(3) Acts of threatening behavior or using violence in relation to transactions

(4) Acts that damage the other party's credibility or interfere with the other party's business by spreading rumors, using fraudulent means, or using force

(5) Other acts equivalent to the preceding items

3. If a member falls under any of the items of paragraph 1, or falls under any of the items in the preceding paragraph, the Company will notify the member without any demand. We shall be able to immediately cancel the membership registration and withdraw from the membership.

4. The Company shall not be held responsible for any damages incurred by the member due to the cancellation of the member registration based on the preceding paragraph. In addition, if the Company suffers damage, the member shall be responsible for it.

