

<<Terms of Participation and Privacy Policy>>

<Terms of Participation>

This Agreement sets forth the Terms of Participation for the international conference and training on the information security 'CODE BLUE' to be hosted by the Blue Inc. (Operator).

Article 1 (Definitions)

The terms used in the Terms of Participation are defined as follows.

- (1) Term: Terms of Participation
- (2) Operator: BLUE Inc.
- (3) Events: Events stipulated in Article 3
- (4) Site: CODE BLUE official website and official SNS
- (5) Participants: Participants to the CODE BLUE
- (6) Speakers: Persons who make presentation in the Events
- (7) Intellectual property rights, etc. Intellectual property rights such as patent rights, trademark rights, industrial property rights, copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Act), and other rights.
- (8) Antisocial organizations: organized crime group, organized crime group members, a person for whom less than five years have elapsed since he/she had stopped being a member of an organized crime group member, quasi-member of an organized crime group, corporations related to an organized crime group, corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, a specific intellectual crime group, or the equivalent to the preceding.
- (9) Confidential information: Personal information, customer information, company information, and all other information

Article 2 (Regarding the Terms of Participation)

1. The Term applies to all the Participants.
2. The contents of the Term may be amended as necessary, and such amendments shall be notified via e-mail, postings on the Site, or other methods. Amendments to the Term shall be in accordance with the provisions of Article 548-4 of the Civil Code. Please refer to the latest Term upon participation.
4. In addition to the Term, the Site indicates matters to be noted regarding how to participate in the Events and matters of caution. These are also an integral part of this Agreement.
5. Please read the Term prior to the participation in the Events.
6. The Term shall be applied to the standard transactions between the Operator and the Participants as standard terms and conditions.

Article 3 (Contents of the Event)

1. The Operator shall host an event for the international conference and training on information security under the name of 'CODE BLUE' and provide corresponding information on the Site.
2. On the days of the event, the event will be held on-site.
3. The specific content and methods of participation to the Event shall be notified on the Site.
4. The Participants are requested to participate in the Event in accordance with the Term and in compliance with laws and regulations including Civil Law, Commercial Law, Personal Information Protection Law and Copyright Law.
5. The Participants bear all responsibility for participation in the Event. The Operator does not take any responsibility arises in connection to participation and statement in the Event unless otherwise provided.

Article 4 (Fees and payment)

The fees and payment method of the Event are defined on the Site.

Article 5 (Registration of Participants Information)

1. A person who desires to participate in the Event must register through Eventory (excluding press registration).
2. Please register in accordance with the Term and the rules of Eventory.
3. The Term will become a contract on the participation of the Event between the Operator and the Participant when the Participant agree the Terms and the Privacy Policy of the Operator, register Eventory and the fees for the Event are paid in full.
4. The Participants must update the registration information when there are changes in the registered information. The Operator is not responsible for any loss incurred by the Participants' failure to update the registration information.

Article 6 (Pre-registration for the press)

The method of press registration shall be defined on the Site.

Article 7 (Prohibited matters, etc.)

1. The Participants are prohibited from conducting any of the following.
 - (1) Acts of audio recording, video recording, and redistributing lectures and other information (including dissemination through internet by posting on SNSs (Twitter etc.) or blogs) provided in the Event without the consent of the Operator.
 - (2) Acts that violate the Terms
 - (3) Acts that violate or may violate laws and regulations
 - (4) Acts that infringe or promote infringement of the rights of third parties
 - (5) Acts determined by the Operator to interfere with the Event or server
 - (6) Acts that are offensive to public order and morals
 - (7) Participation by persons involved in antisocial forces
 - (8) Other acts that the Operator deems inappropriate
2. In case the Operator finds a prohibited act specified in the preceding paragraph, or if the Operator determines that the prohibited matter applies, the Operator may, at the discretion of the Operator, suspend, cancel participation in the Event, delete the registration, and delete the data of such Participant from the servers of the Operator. The Operator shall not be liable for any damages to such Participant caused by this.
3. In case a Participant causes damage in violation of the provisions of Paragraph 1 of this Article, he/she shall be liable for the damage.

Article 8 (User Responsibility)

1. The Participant shall guarantee to the Operator that he/she shall not infringe intellectual property rights, etc. when participating in the Event, and shall bear all responsibility for any act that violates the Term regarding the participation in the Event.
2. Notwithstanding the provisions of the preceding paragraph, in case an issue arises regarding the participation in the Event by the Participants, the issue shall be resolved based on Participants' own expense and responsibility, and the Operator shall not be liable in any capacity.
3. In case the Participant causes damage to the Operator by participating in the Event, the damage (including attorney's fees) shall be compensated.
4. In case the Participant causes damage to a third party by participating in the Event, the Participant shall compensate for this at his own expense and responsibility, and the Operator shall not be liable in any capacity. In this case, when the Operator receives a claim for damages from a third party, the Participant shall compensate the Operator the amount of damages and expenses (including attorney's fees).

Article 9 (Disclaimer)

1. The Operator does not guarantee that the participation in the Event will have any specific effect on the Participants.
2. The Operator shall exercise sufficient caution regarding the contents of the Event, however, does not guarantee its accuracy, completeness, timeliness, usefulness, etc. The participation in the Event shall be at the discretion of the Registrant.
3. The Operator does not guarantee that the data generated on the Site will not be affected by viruses, etc. by saving, accessing, or using the Site. The Participants are responsible for using this Site.
4. The Operator does not take any responsibility for issues that occur between the Participants and between the Participant and third parties regarding the Event.
5. The Operator shall not be liable for damages caused due to reasons not attributable to the Operator, such as natural disasters, damages caused by special circumstances, and indirect damages, including lost profits, regardless of the Operator's ability to exercise foresight.

Article 10 (Intellectual property rights, etc.)

Intellectual property rights related to the Site and presentations belong to the Operator, speakers or a third party with legitimate rights. The Participants should follow the method of participation and participate in the Event so that the rights of other Users, Operators, and other third parties are not infringed.

Article 11 (Interruption/suspension of Service, revision of contents, termination)

1. If case the Operator determines the necessity of installation of equipment required for the operation of the Event, system maintenance work, or force majeure such as a natural disaster, the Operator may change the contents of, or suspend or cancel the Event and its online streaming without prior notice to or consent of the Participants.
2. The Operator shall have the ability to terminate all or a part of the Event at the discretion of the Operator after notifying the Participants in advance.
3. In case the preceding two paragraphs apply, the Operator shall not be liable for any damages incurred by the Participants.

Article 12 (Confidentiality)

The Operator and the Participants shall handle the confidential information disclosed or provided by the other party through the participation in the Event with the care of a manager acting in good faith. Use for purposes other than the purpose of the Event without obtaining the consent of the other party in advance in writing is prohibited. The content shall not be disclosed or provided to a third party.

Article 13 (Collection, analysis, and handling of User information)

The Participants participate in the Event after agreeing on the Privacy Policy set forth separately.

Article 14 (Elimination of antisocial organizations)

1. The Operator and the Participants shall represent and guarantee the following items are not applicable in the present and future.
 - (1) Constitutes an antisocial organization
 - (2) Having a relationship with an antisocial organization deemed to control management
 - (3) Having a relationship in which the antisocial organization deemed to be substantially involved in the management
 - (4) Having a relationship with an antisocial organization wherein the party is to exploit an antisocial organization to gain personal, corporate, or a third party's illicit profit or causing harm to a third party.
 - (5) Having a relationship with an antisocial organization wherein a party is deemed to have been involved with the antisocial organization by providing funds or benefits to the antisocial organization.
 - (6) An officer or person who is substantially involved in the management has a relationship with an antisocial organization, which is socially accusable.

(7) Violent demands, threatening action, unreasonable demands beyond legal responsibility, dissemination of rumors, counterfeiting, power damage, etc.

2. If the Participant violates the representations and guarantees set forth in the preceding paragraph and any of the items of the preceding paragraph are applicable, the Operator may suspend the provision of this Service without notice and immediately cancel all agreements related to this Service and claim compensation for direct and indirect damages incurred.

Article 15 (Assignment of rights and status, etc.)

The Operator and the Participants shall not dispose of any rights, obligations, and status regarding this Service in any form such as transfer, sublease, collateralize, etc. without the consent of the other party.

Article 16 (Separability)

Even in the case any provision of this Agreement or a part thereof is determined to be invalid or unenforceable by the Consumer Contract Law or other laws and regulations, the remaining provisions and part of this Agreement are invalid or unenforceable. The remaining provisions determined to remain in force shall continue to be in full force.

Article 17 (Consultation resolution)

In the case of any doubt about the interpretation of this Agreement or matters not stipulated in this Agreement, the Operator and the Participants shall promptly resolve the matter after mutual consultation in accordance with the principles of good faith.

Article 18 (Court of Jurisdiction)

For proceedings between the Operator and the Participants, the district court or summary court that has jurisdiction over the location of the Operator's head office shall be the exclusive agreement jurisdictional court of the first instance.

Article 19 (Governing law and translations)

1. The interpretation of this Agreement shall be governed by the laws of Japan.
2. This Agreement may be translated into other languages such as English, however, in the event of a dispute, the interpretation standard is based on the Agreement in Japanese.

Regulations established July 1st, 2021

Revised May 1st, 2023

Revised April 10th, 2024

<Privacy Policy>

Blue Inc. (hereinafter referred to as "the Company") has established the following policy regarding the handling of personal information, and users agree to it.

The definition of terms in this document shall be in accordance with the Act on the Protection of Personal Information (hereinafter referred to as the "Personal Information Protection Act") and related laws and regulations.

1 Compliance with relevant laws and regulations, and guidelines, etc.

The Company will comply with the Personal Information Protection Law, other related laws and regulations, guidelines established by the Personal Information Protection Committee, and this Privacy Policy, and handle personal information in a lawful and appropriate manner.

2 Acquisition of personal information

The Company will acquire your personal information through legal and appropriate means.

3 Purpose of use of personal information

The Company will use your personal information within the scope of the following purposes of use or within the scope of the purposes of use that are clear from the circumstances under which the information was obtained, and will not use it for any other purposes unless the Company have your consent or are permitted to do so by laws and regulations.

- (1) Register for the event (CODE BLUE)
- (2) After-event service and support
- (3) Provision of information on various events, services, and exhibitions etc.
- (4) To respond to inquiries and consultations from customers
- (5) Requests for payment, refunds, payments, and related work
- (6) Improving the quality of registrant support (telephone support) and preventing problems

4 Entrustment of personal data

In order to facilitate our business and provide better services to our customers, the Company may outsource the handling of personal data of our customers to our partner companies. However, the personal data to be entrusted will be limited to the minimum information necessary to carry out the entrusted business.

5 Provision of Personal Data to Third Parties

The Company will not provide your personal data to a third party (excluding contractors) unless the Company has your prior consent or is permitted to do so by laws and regulations. In case when the Company intends to provide your personal data to third parties in foreign countries, the Company will provide information and obtain your prior consent.

6 Management of Personal Data

(1) Ensuring the accuracy of data content

The Company will endeavor to keep the personal data of customers accurate and up-to-date to the extent necessary to achieve the purpose of use, and to delete such personal data when it is no longer necessary to use it.

(2) Safety Management of Personal Information

The Company have established handling rules for the protection of personal information, clearly defined the responsibilities and authority of employees, and developed and operates rules and procedure manuals for safety management, and monitors their implementation. In addition, the Company have taken necessary and appropriate measures for physical safety control to prevent leakage, loss, or damage of your personal data, and other safety control as technical safety control necessary to prevent unauthorized access, etc. Specific safety control measures for personal data in our possession are as follows

<Organizational safety control measures>

- (a) Establishment of handling rules for the protection of personal information
- (b) Establishment of responsibilities and authorities, development and operation of rules and procedures for safety management, and monitoring of their implementation.

<Physical safety control measures>

- (a) Implementing measures to prevent unauthorized persons from viewing personal data in areas where personal data is handled.
- (b) Measures are taken to prevent theft or loss of equipment, electronic media, documents, etc. that handle personal data, and measures are taken to prevent personal data from being easily discovered when such equipment, electronic media, etc. are carried around.

<Technical security control measures>

- (a) Implementing access control to limit the scope of persons in charge and the scope of personal information databases etc. to be accessed.

(b) Implementing mechanisms to protect information systems handling personal data from unauthorized external access or unauthorized software

(3) Supervision of employees

When the Company allows its employees to handle the personal data of our customers, the Company will ensure that they are familiar with the proper handling of personal information, provide them with appropriate training, and supervise them in a necessary and appropriate manner as personal safety control measures.

(4) Supervision of contractors

When entrusting the handling of customers' personal data to a subcontractor, the Company will select a subcontractor that has taken appropriate security management measures and will provide necessary and appropriate supervision to the subcontractor.

7 Acceptance of personal data in possession

(1) If a customer or its agent requests notification of the purpose of use of retained personal data, the Company will notify the customer or its agent without delay, except in the following cases:

- (a) When the purpose of use of retained personal data that identifies the customer is clear;
- (b) When there is a risk of harm to the life, body, property, or other rights or interests of the customer or a third party;
- (c) When there is a risk of harm to the rights or legitimate interests of the Company; or
- (d) When it is necessary to cooperate with a national agency or a local government in executing affairs prescribed by laws and regulations, and when there is a risk of interfering with the execution of said affairs.

(2) When a customer or its agent requests disclosure of retained personal data, the Company will notify the customer without delay, except in the following cases:

- (a) When there is a risk of harm to the life, body, property, or other rights and interests of the customer or a third party
- (b) When there is a risk of significant hindrance to the proper execution of the company's business.
- (c) When it would violate laws and regulations

(3) If a customer or its agent requests the correction, addition, or deletion of retained personal data, the Company will investigate the request without delay and take appropriate action based on the results.

(4) In the event that a customer or its agent requests the cessation of use or deletion of retained personal data, and it is found that there is a reason for the request, the Company will take appropriate action.

(5) If you wish to make a request as described in the preceding four paragraphs, please fill out the Company's prescribed request form and send it together with the documents described in the request form to the Company's contact point as described in 8 below. The personal information provided by the customer will be used for the purpose of responding to the customer's request and will be kept strictly confidential. Please note that the Company will not send back the request form and attached documents.

8 Contact for inquiries and complaints

BLUE Inc. (CODE BLUE Office)

KS Floor, Resona Kudan Building 5F, 1-5-6 Kudan-minami, Chiyoda-ku, Tokyo 102-0074, Japan

TEL: 03-4500-1754

Phone hours: 10:00-17:00

(Except Saturdays, Sundays, national holidays, and our company holidays.)

E-mail: info@codeblue.jp

9 Revision of the Privacy Policy

The Company may review the contents of this Privacy Policy from time to time and make changes as necessary. In such cases, the revised Privacy Policy will be applied from the date of publication of the revised version.

---end