

Terms of Use (Den.Ai Service)

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These Terms of Use (hereinafter referred to as the “Terms”) set forth the matters that applicants for use must comply with, as well as the rights and obligations between DcodingX Corporation (hereinafter referred to as the “Company”) and users of the Den.Ai Service (hereinafter referred to as the “Service”) provided by the Company.

Anyone wishing to use the Service must carefully read these Terms in full before agreeing to them.

Article 1: Application

1. These Terms are intended to define the rights and obligations between the Company and users of the Service regarding the use of the Service and shall apply to all relationships related to the use of the Service between the Company and Service users.
 2. Any rules, regulations, or guidelines regarding the Service posted by the Company on the Company’s website shall constitute a part of these Terms.
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Article 2: Definitions

The following terms used in these Terms shall have the meanings set forth below:

1. “Recorded Information” means the information defined in Article 23.
2. “Intellectual Property Rights” means copyrights, patent rights, utility model rights, trademark rights, design rights, and any other intellectual property rights, including the right to obtain or apply for registration of such rights.
3. “Company Website” means the website operated by the Company whose domain is: <https://denai.dcodingx.co.jp/> including any changed domain or content.
4. “User” means a Service User defined in Article 3.
5. “User Information” means the Service User Information defined in Article 3.
6. “Registered User” means a corporation or individual registered to use the Service under Article 3.
7. “Service” means the automated telephone response tool service called “Den.Ai” provided by the Company, including any modified version thereof.
8. “Service Agreement” means the service agreement defined in Article 3, Paragraph 3.

Article 3: Registration

1. Any person wishing to apply for and use the Service (hereinafter referred to as “Service User”) shall agree to comply with these Terms and provide certain information specified by the Company (“User Information”) in the manner designated by the Company in order to apply for registration.
2. The Company may refuse registration if the applicant falls under any of the following:
 - False, incorrect, or incomplete registration information.
 - Association with anti-social forces such as organized crime groups.
 - Suspected use of the Service for adult entertainment businesses or similar industries.
 - Request from law enforcement authorities to reject registration.
 - Any other case deemed inappropriate by the Company.

The Company may provide registration information to police authorities where legally required.

3. The Company shall determine whether registration is approved according to its standards. Upon notification of approval, the Service Agreement between the Company and the user becomes effective.
4. Registered users must promptly notify the Company of any changes to registration information.
5. Users may use the Service during the effective term of the Service Agreement in accordance with these Terms.

Article 4: Use of the Service

Users may use the Service in accordance with these Terms and methods prescribed by the Company during the effective period of the Service Agreement.

Article 5: Management of Passwords and Accounts

1. Users shall manage and store passwords and accounts at their own responsibility and shall not allow third parties to use, lend, transfer, change ownership, or sell them.

2. Users bear all responsibility for damages caused by insufficient account management, misuse, or third-party use. The Company bears no responsibility.
 3. Users must immediately notify the Company if passwords or accounts are stolen or improperly used.
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Article 6: Prohibited Acts

1. Users shall not engage in the following acts:
 - Infringing intellectual property rights, privacy rights, reputation, or other rights of the Company or third parties.
 - Criminal or socially unacceptable acts.
 - Sending information related to dating services.
 - Sending harmful programs such as computer viruses.
 - Acts that interfere with operation of the Service.
 - Sharing one account across multiple offices, subsidiaries, stores, or businesses.
 - Any other act deemed inappropriate by the Company.
 2. The Company may delete user information without prior notice if it reasonably determines such information violates these Terms.
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Article 7: Suspension or Interruption of the Service

1. The Company may suspend or interrupt all or part of the Service without prior notice in the following cases:
 - System inspection or maintenance.
 - Failure of computers, servers, communication lines, or related equipment.
 - Force majeure such as fire, power outages, natural disasters.
 - Any other case deemed necessary by the Company.
 2. The Company may terminate the Service at its discretion after prior notice to users.
 3. The Company bears no liability for damages caused by such suspension or interruption.
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Article 8: Equipment and Expenses

1. Users are responsible for preparing and maintaining computers, software, communication lines, and other environments necessary to use the Service at their own expense.
 2. Users must take security measures against viruses, unauthorized access, and information leakage at their own responsibility and expense.
 3. Users shall take sufficient care when installing software downloaded from the Company Website.
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Article 9: Ownership of Rights

1. Ownership and intellectual property rights related to the Company Website and Service belong to the Company or licensors.
 2. Text, images, videos, and other data posted or transmitted by users may be freely used by the Company without charge.
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Article 10: Cancellation of Registration

1. The Company may suspend use or cancel registration without prior notice if users:
 - Violate these Terms.
 - Provide false information.
 - Become insolvent or enter bankruptcy proceedings.
 - Do not use the Service for more than 3 months and fail to respond.
 - Fall under prohibited categories.
 - Are otherwise deemed inappropriate.
 2. The Company may suspend or cancel registration upon request from law enforcement agencies.
 3. Users who fall under the above conditions immediately lose the benefit of payment deadlines and must pay all outstanding obligations.
 4. Either party may cancel registration by notifying the other party 30 days in advance.
 5. The Company bears no liability for damages caused by such actions.
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Article 11: Disclaimer and Limitation of Liability

1. The Company provides the Service “as is” and makes no warranties regarding suitability, usefulness, completeness, or continuity.

2. The Company provides no guarantees beyond those expressly stated in these Terms.
 3. Users are responsible for determining whether their use of the Service complies with laws and industry regulations.
 4. Disputes between users and third parties must be resolved by users themselves.
 5. The Company is not liable for damages arising from interruption, suspension, deletion of data, or inability to use the Service except where caused by the Company.
 6. The Company is not responsible for external websites linked from the Company Website.
 7. The Company shall not be liable for failure to perform obligations due to force majeure events such as disasters, hacking, epidemics, strikes, or government intervention.
 8. Even where liability applies, compensation shall not exceed the total Service fees actually paid by the user during the previous one-month period.
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Article 12: Compensation by Users

Users shall compensate the Company for damages caused by violations of these Terms or improper use of the Service.

Article 13: Payment of Fees

1. System usage fees and other charges are separately specified on the Company Website.
 2. Monthly fees are calculated on the first business day of each month and charged to the registered credit card.
 3. The Company may change the pricing structure at any time.
 4. Changes will be notified via email or updates on the Company Website.
 5. Continued use after notification constitutes agreement to the revised fees.
 6. Late payment incurs delay damages at an annual rate of 14.6%.
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Article 14: Confidentiality

1. "Confidential Information" means all technical, business, operational, financial, organizational, and other information disclosed by the Company, except information already public or independently developed.
2. Users may use confidential information only for Service use and may not disclose it to third parties.

3. Disclosure required by law or government order is permitted, provided the Company is promptly notified.
 4. Users must return or destroy confidential materials upon request.
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Article 15: Effective Period

The Service Agreement remains effective from registration completion until cancellation of registration.

Article 16: Termination of the Service Agreement

1. Users wishing to terminate the Service Agreement must notify the Company's sales representative by email by 6:00 PM on the last day of the final month of use.
 2. Upon termination, the Company may delete all registration information, history data, and recorded information. Restoration after deletion is not possible.
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Article 17: Changes to Terms

1. The Company may freely change the contents of the Service.
 2. The Company may amend these Terms and notify users of changes and effective dates. Continued use after the effective date constitutes agreement.
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Article 18: Transfer of Rights

1. Users may not transfer rights or obligations under the Service Agreement without prior written consent from the Company.
 2. The Company may transfer user information and contractual rights if the business related to the Service is transferred to another company.
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Article 19: Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain fully effective.

Article 20: Survival Clauses

Certain provisions, including confidentiality and liability clauses, shall survive termination of the Service Agreement.

Article 21: Handling of Personal Information

1. Handling of personal information shall follow the Company's Privacy Policy.
 2. The Company may use statistical information derived from user data in a non-identifiable form.
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Article 22: Deletion of Information

The Company may delete recorded information without prior notice if:

- Storage capacity or usage limits are exceeded.
 - Necessary for operation or maintenance.
 - Information violates these Terms.
 - Otherwise reasonably necessary.
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Article 23: Entire Agreement

These Terms constitute the complete agreement between the Company and users regarding the Service.

Article 24: Governing Law and Jurisdiction

These Terms shall be governed by Japanese law.

Any disputes shall fall under the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 25: Resolution Through Consultation

The Company and users shall consult in good faith to promptly resolve matters not specified in these Terms or disputes regarding interpretation.