

Terms of Use

Last updated 8 November 2021

Please read these terms and conditions carefully before using this service.

Article 1 (Purpose, definitions)

1. These Terms and Conditions set out the terms and conditions that must be complied with in order to use "Possible World" (the "Service") as an authorized facilitator of the Company (a "Service User").
2. These Terms of Use govern the use of the Service and constitute the entire agreement between the Service User and the Company.
3. The service is provided by Imacocollabo (hereinafter referred to as "the Company").
4. The definitions of the main terms used in this agreement are as follows:

The **Service** is a software program provided by Imacocollabo which is downloaded to any electronic device by the Service User and is named Possible World.

An **Account** is a unique account created by a Service User to access the Service or any part of the Service.

Country refers to Japan.

Content means any content, whether in the form of text, images or other information, posted, uploaded, linked or otherwise made available by Service Users.

Device means any device that can access the Services, such as a computer, mobile phone or digital tablet.

Feedback means any feedback, innovative solution, or suggestion sent by a Service User regarding the attributes, performance or functionality of the Services.

Subscription means any service or access to the Services that Imacocollabo provides to a Service User on a subscription basis.

Free Trial means a service or access to the Service that is offered for a limited period of time when purchasing a subscription.

Product means a product sold on the Services.

Order means a request by a Service User to purchase a Product from Imacocollabo.

Service means an application.

Service User means an individual who accesses or uses the Services, and any company or other legal entity to which the individual who accesses or uses the Services belongs.

Article 2 (Application, registration and entitlement to use the service)

1. In order to use this service, you need to fill in the registration information specified by the Company and complete the "Facilitator Sign up Application".
2. When your application for the Service is approved by the Company, your registration will be complete and you will be authorised to use the Service. The person who has obtained the service use qualification is called "the Service User".
3. The Service User can use this service by joining the community or purchasing a single key.
4. Part of the service (such as the retention of past game lists and the sharing of information within the community) can only be used with a paid subscription to the community. In the case of single key purchases, all information, including game lists, will be deleted after the default 48 hours.
5. Communication within the community (information sharing, communication, etc.) will, in principle, take place in Facebook groups. Therefore, those who wish to join will need to have a Facebook account.

6. If the Service User joins the community as an individual member, they will be able to access the game platform once a month for 48 hours. This 48-hour period starts at the beginning of the month when the game timer is started. The monthly cycle starts from the date of your registration.
7. If the Service User has purchased a single key as an individual, he or she will have access to the gaming platform for a period of 48 hours. This 48-hour period starts from the moment when the game timer is first started.
8. If the Service User joins the community as a corporate member, they will have unlimited access to the gaming platform. In addition, as a corporate member, the organisation's logo can be displayed on the webpage of the service's game site. The size and location of the logo will be determined by the amount of the annual membership fee paid. Details will be discussed with the company.
9. If a corporation purchases a single key, that corporation will have access to the game platform for 48 hours only. This 48-hour period starts from the moment when the game timer is first started.
10. If a Service User cancels his or her sign-up, he or she will no longer be able to use the Service.
11. The Service User may not lend, transfer, pledge, or allow a third party to use his or her Service Usage Credentials.
12. The Company shall not be liable for any loss or damage arising from the use of the Service caused by the Service User's failure to notify the Company of any change in the registered information. These Terms of Use (the "Terms") govern the use of the Service and are a contract between the Service User and the Company. These Terms set out the rights and obligations of all Users in relation to the use of the Service.
13. Access to and use of the Service by the Service User is conditional upon the Service User's agreement to and compliance with these Terms. These Terms apply to all Service Users who access or use the Service.

Article 3 (Responsibility for Management of IDs and Passwords)

1. The Service User shall be responsible for the management of the terminal (computer, tablet, cell phone, etc.) used for "Facilitator Sign Up" or changing registration, as well as the password granted by the Company for service use.
2. The Service User shall not allow any third party to use, lend, transfer, sell, or pledge the Service User's terminal and password while the Service User is qualified to use the Service.
3. The Service User shall be responsible for the management of his/her Sign-in ID and Sign-in ID password (hereinafter referred to as "Password, etc."), and shall not allow any third party to use, lend, transfer, sell, or pledge these to any third party while he/she is qualified to use the Service.
4. The Service User must observe the following items to prevent third parties from using their passwords.
 - 1) The password must not be easily guessable by a third party.
 - 2) Do not disclose your password to third parties.
 - 3) When using the Service on a device, computer, or cell phone used by more than one person, make sure to log out and close the web browser when finished using the Service.
 - 4) Take other effective measures to prevent third parties from using the information.
5. The Service User shall be responsible for any damage caused by inadequate management of passwords, etc., errors in use, use by a third party, etc., and the Company shall not be responsible for any such damage.

Article 4 (Use of the Game)

1. The Service User shall be responsible for providing the equipment, means of communication, etc. necessary to receive this service at his/her own expense and responsibility.
2. The Service User shall bear all costs, such as communication fees, associated with the use of this service.

Article 5 (Handling of Personal Information)

1. In the course of operating this service, the Company will acquire and retain the following personal information.
 - 1) Information obtained and retained in connection with the use of this service.
 - 2) Game play history provided by the Service, and other information on usage history of the Service.
 - 3) Information obtained mechanically through access to this service.
 - IP address, domain name
 - Browser type and version, operating system version, language used, location
 - Device information (PC, cell phone, smartphone, mobile carrier, model information, individual identification information, location information, etc.)
 - 4) When Imacocollabo receives opinions, requests, inquiries, etc., the content of the inquiry, name, e-mail address, and other information necessary to respond to the inquiry, etc.
 - 5) Sign-in IDs and other numbers, symbols, and other codes assigned to individuals.
 - 6) Other personal information legally obtained or retained by the Company

2. The Company shall handle the personal information specified in Paragraph 1 of this Article in accordance with the following conditions.

1) Purpose of use

- a) To provide, maintain, protect, and improve the Services.
- b) To respond appropriately to opinions, requests, inquiries, etc. from users.
- c) To prevent and investigate unauthorized use
- d) To provide the Company with necessary information in accordance with Section 3 of this Article.
- e) For other purposes equivalent to or closely related to the above purposes of use Personal information acquired by the Company may be used even after the suspension of use of this service or cancellation of registration.

2) Provision to third parties

The Company will not provide personal information to third parties without the prior consent of the person in question, except as provided for in this Article 3 or in laws and regulations.

3. The Company shall provide the personal information specified in Paragraph 1 of this Article to Partner Developers as follows. A Partner Developer is a person who provides digital content, etc. for the Service.

1) "Items of personal information to be provided".

- a) Information on game play history provided by the Service, comments made in games and on community platforms, and other information on usage history of the Service.
- b) In the event that the Company receives opinions, requests, inquiries, etc., the content of such inquiries, etc., and other information necessary to respond to such inquiries, etc.

2) "Purpose of use of personal information provided"

To respond to inquiries, and to confirm, approve, or delete the content of comments made in games and community platforms

3) "Means or methods of provision."

Sending or transmitting by written or electromagnetic means

4) "How to stop the provision of personal information to partner developers"

The provision of personal information that identifies the individual concerned may be stopped upon the request of the individual concerned. In order to stop the provision of personal information acquired by the Company as described in this section, it is necessary to follow the procedures for suspension or cancellation of registration for use of the Service as stipulated in Article 7 (Suspension and Cancellation of Service Use).

Article 6 (Use of Cookies to Maintain Login Status and Collect and Use Browsing History, etc.)

1. Use of cookies

The Company uses cookies for the purpose of implementing the matters set forth in Paragraph 2 of this Article. A cookie is a file that records information such as which pages have been visited for the purpose of efficient use of the Internet by users or site visitors, and cannot identify individual users or site visitors.

2. Maintain login status

The Company uses cookies in order to transfer and use the results of the determination of login status and age verification using sign-in IDs in the Service to services operated by the Company other than the Service that can be used by registering a sign-in ID. If you are using the Service from a device that may be used by a third party, please close your browser or log out of the Service when you finish using the Service or leave the device.

Article 7 (Payment Method for Subscription, etc.)

1. This service can be used by joining the community or purchasing keys as a single item. Please refer to the application screen for information on fees and payment methods for the various plans.

The community is about sustainability and co-creation, so if you join the community, you will be required to stay for at least one year regardless of the plan you choose. If you cancel your membership after less than one year, you will be charged the prescribed cancellation fee.

2. The Service User will be billed periodically (e.g., daily, weekly, monthly, yearly) in advance, depending on the type of plan selected. At the expiration of each term, the Service User's subscription will be automatically renewed under the exact same terms and conditions, unless cancelled by the Service User at least one month prior to the expiration of each term or by us.
3. A Service User may terminate their subscription through the Service User's account settings page or by notifying the Company directly in writing. However, there will be no refund of fees already paid by the Service User for the current subscription period, and the Service User will be able to access the Service until the end of the current subscription period.
4. Single item keys must be paid in a single transaction by credit or debit card. The payment card (credit or debit card) must be approved for payment by the Service User's card issuer. If the required authorization is not obtained, the Company shall not be liable for any delay or non-delivery of the Service User's order.

Article 8 (Suspension and Cancellation of Use of the Service)

1. In the event that a Service User wishes to suspend use of the Service, the Service User shall follow the procedures separately stipulated by the Company.
2. In the event that united deems that a Service User falls under any of the following circumstances, united may immediately cancel the service registration for that service use without prior notice.
 - 1) In case of violation of this agreement
 - 2) In the event that the Company deems that the Service User has interfered with the operation of the Service in any way.
3. Even if the Service User stops using this service, their service registration and sign-in ID will remain valid unless they go through a separate cancellation procedure.
4. The company will not refund the fees for the Service received by the company even if the Service User suspends the Service.

Article 9 (Treatment of Violations, etc.)

1. In the event that a Service User falls under any of the following categories, the company may not allow the Service User to use the Service for a period of time specified by the company, or the company may revoke the Service User's eligibility to use the Service; however, note that the company will not refund fees received in such cases.

In the event that there is any falsehood or injustice in the registered information at the time of application for use as stipulated in Article 1 or in the change of registered information after becoming a user of this service

- 1) When there is duplicate service registration
 - 2) In case of violation of this agreement
 - 3) In any other cases where the Company deems the user to be inappropriate as a user of this service.
2. A Service User whose Service Usage Qualification has been cancelled by the company may not apply to use the Service again.
 3. The Company shall not compensate for any damage incurred by the Service User as a result of the Company's measures stipulated in this Article.

Article 10 (Temporary suspension of the game, etc.)

1. The Company may suspend or change the Service for maintenance or other reasons without notice to the Service User.
2. The Company does not guarantee that the Service will not be interrupted, suspended, or otherwise impaired.

Article 11 (Termination of Game Provision)

1. The Company may terminate the provision of this service at any time due to unavoidable circumstances or for other reasons related to the operation of this service.
2. In the event that the Company terminates the Service in accordance with the provisions of the preceding paragraph, the Company shall, in principle, notify the Service User to that effect by e-mail at least one month in advance. However, this shall not apply in the event of an unavoidable emergency.

3. In no event shall the Company be liable for any damages incurred by the Service User for any reason whatsoever if the procedures described in the preceding paragraph are followed.

Article 12 (Disclaimer)

1. The Company assumes no responsibility for the completeness, accuracy, certainty, or usefulness of the contents of the Service or information obtained by Service users through the Service.
2. The Service User shall use the Service based on his/her own responsibility, and the Company shall not take any responsibility for any issues of the Service User in using the Service.
3. The Service User uses the Service within the scope of the law, and the Company shall not be liable for any violation of Japanese or foreign laws by the Service User in connection with the use of the Service.
4. The Company shall not be responsible for any problems that may occur between users of the Service or other third parties in relation to the Service.
5. Notwithstanding the provisions in these Terms of Use that exempt the Company from liability, the exemption provisions contained in these Terms of Use shall not apply if the Company is liable for damages under the Consumer Contract Act or for any other reason. In addition, even if the Company is liable for damages, the scope of damages shall be limited to direct and actual damages (not including lost profits).

Article 13 (Amendment of the Agreement)

1. In addition to conforming to the general interests of the users of the Service, the Company may modify the Terms of Use within the scope of the purpose of the Service without the consent of the users of the Service, if it is recognized that there are reasonable grounds for such modification, such as changes in

social circumstances, economic conditions, changes in taxation systems, changes in laws and regulations, and changes in circumstances related to the Service. The Company may change these Terms of Use within the scope of the purpose of the Service without obtaining the consent of Service Users.

2. In the event that the Company amends these Terms of Use based on the provisions of the preceding paragraph, the Company shall notify the Service Users of the contents of the amended Terms of Use by posting a notice on the Site or by any other method the Company deems appropriate, and the amended Terms of Use shall apply starting on a later date specified in the notice.

Article 14 (Others)

These Terms of Use shall be governed by and construed in accordance with the laws of Japan.

Any and all disputes arising out of or in connection with these Terms and Conditions or the use of the Service shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Contact Us

If you have any questions about these terms and conditions, please contact us using the following method.

By email : cocreators@imacocollabo.or.jp