

Please read the following terms of purchase (hereinafter referred to as the "Terms") before purchasing the "Yuma Kishi/ Imaginary Bones NFT with Art (Limited Edition)" (hereinafter referred to as the "Product") sold by Pony Canyon Inc.(hereinafter referred to as "our Company"). The person who purchased the Product (hereinafter referred to as the "Purchaser") shall be deemed to have agreed to the following terms at the time of purchase.

Terms of Purchase

1. About the NFT Art

•Definition of the NFT Art

The NFT Art incidental to the Product (hereinafter referred to as the "NFT Art") is a digital artwork created by Yuma Kishi (hereinafter referred to as the "Artist") with a Blockchain Certificate "Cert." (hereinafter referred to as the "Cert.") to be issued using the Blockchain Certificate Issuance Service "Startbahn Cert." operated by Startbahn, Inc.

•Items transferred by purchase

Neither the NFT Art nor the copyright relating to the NFT Art shall be physically transferred to the Purchaser. The "Cert." shall be transferred by the method prescribed by Startbahn, Inc.

•How to handle the copyright/What the Purchaser can do.

The purchase of the Product shall not transfer the copyright of the NFT Art to the Purchaser. The Purchaser is permitted to use the NFT Art to a certain extent, as long as he/she holds the "Cert.," as his/her own by the method prescribed by Startbahn, Inc. Detailed range of use is defined in the "terms of artwork" displayed on the "Startbahn Cert." For example, use, modification and adaptation of the NFT Art for commercial purposes is prohibited.

•Relationship between the Terms and the terms of artwork

In the event of any inconsistency or conflict between the Terms and the terms of artwork, the terms of artwork shall prevail.

2. About the "Startbahn Cert."

•Creation of an account on the "Startbahn Cert." and an email sent from our company

In order for the Purchaser to receive the transfer of the "Cert.," creation of an account on the "Startbahn Cert." is required. As the method of account registration, our company shall send a form for entering account information (hereinafter referred to as the "form") to the email address registered by the Purchaser on the PONYCANYON SHOP. Please fill it out upon receipt.

•Consent to the "Startbahn Cert." terms of use

The Purchaser is required to agree to the "Startbahn Cert" terms of use provided by Startbahn, Inc. when registering the above account.

"Startbahn Cert." terms of use:

<https://help.cert.startbahn.io/hc/ja/articles/360048551014-Startbahn-Cert-%E5%88%A9%E7%94%A8%E8%A6%8F%E7%B4%84>

- Provision of Account Information

The "Cert." shall be transferred from the Artist account to the Purchaser's account in accordance with the prescribed procedures of Startbahn, Inc. The Purchaser's information that our company collects through the form shall be provided to the Artist solely for the purpose of identifying the Purchaser and transferring the "Cert." Our company shall promptly destroy this information after providing it to the Artist.

- Completion of transfer work

The estimated time required to transfer the "Cert." from the Artist to the Purchaser is 1-2 weeks after the form is filled out.

- Reselling after purchase, etc.

After purchase, the NFT Art can be resold in accordance with the "Startbahn Cert." terms of use and other methods specified by Startbahn, Inc. It should be noted that the NFT Art is set so that the profit return goes to the Artist in such case. When the NFT Art is re-sold, the Purchaser who sells it shall pay the Artist the profit return in accordance with the "terms of artwork."

3. Disclaimer

- Our company shall not guarantee that the Artist currently and in the future has copyright or other legitimate authority in granting the Purchaser a license to use the NFT Art under the terms of artwork.

- If the information required by our company is not completely provided in the form, thereby making it impossible to transfer the "Cert.," our company and the Artist shall assume no responsibility for it. The same shall apply to the case where any information contrary to facts is entered in the form.

- The specification of the Startbahn service ("Startbahn Cert." and blockchain networks used in the service.) are subject to change in the future. Our Company shall not guarantee the permanence or persistence of the said company or its services.

- Our Company shall not be liable for any damages caused by natural disasters, civil wars, disturbances or any other force majeure (including the implementation of hard-fork related to the blockchain used in the "Startbahn Cert.," decryption, and other matters derived from the technology used by NFT.).

- Our company shall not be liable for handling of "Cert." by the Purchaser (Including resale to third parties and other transactions.) or any dispute with a third party arising therefrom.

4. Changes to the Terms of Purchase, etc.

Our company may change the contents of the Terms when it is necessary for complying with laws and regulations, etc., when it suits the general interests of the Purchaser, or when our Company reasonably considers it necessary, by notifying the Purchaser of the Terms change plan, the contents after the change, and the effective date of the change by making use of the Internet or other appropriate method.

5. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with Japanese law. The Tokyo District Court shall be the exclusive jurisdiction of the first instance for any disputes relating to the Terms and the purchase of the Product.