ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 1
GENERAL PROVISIONS

Effective Date:
These Terms and Conditions shall become effective immediately upon the Client's electronic acceptance.

Version:
Version 1.0

Language:
English

Country of Governing Law:
Japan

ARTICLE 1
PURPOSE

These Online Investigation Service Terms and Conditions ("Terms") govern all investigative services provided by TRUST RESEARCH Detective Agency ("Agency") to any individual or legal entity ("Client") requesting investigative services through the Agency's website or any other electronic communication platform.

These Terms establish the rights, obligations, responsibilities, and legal relationship between the Agency and the Client.

The Client acknowledges that the Agency is a licensed private investigation business operating under the laws of Japan and that all services shall be performed in accordance with applicable Japanese laws and regulations.

ARTICLE 2
LEGAL BASIS

These Terms are prepared in accordance with, including but not limited to:

- Private Investigators Act of Japan

- Civil Code of Japan

- Act on the Protection of Personal Information

- Specified Commercial Transactions Act (where applicable)

- Electronic Signature and Certification Business Act

- Other applicable Japanese laws and regulations.

Nothing contained herein shall be interpreted as limiting any mandatory legal rights granted to the Client under applicable law.

ARTICLE 3
DEFINITIONS

For purposes of these Terms:

"Agency"
means TRUST RESEARCH Detective Agency, including its directors, officers, employees, licensed investigators, contractors, subcontractors and authorized representatives.

"Client"
means any individual or legal entity requesting investigation services.

"Subject"

means any person or organization that is the subject of an investigation.

"Investigation"
means any lawful investigative activity conducted by the Agency.

"Investigation Report"
means any report, written opinion, photographs, videos, audio recordings, digital evidence, timeline, GPS data, public records or supporting materials prepared by the Agency.

"Electronic Signature"
means any electronic method indicating acceptance of these Terms including:

- Clicking "I Agree"

- Checking an acceptance checkbox

- Typing one's legal name

- Using digital signature software

- Any other legally recognized electronic acceptance.

"Business Day"
means any day other than Saturdays, Sundays or Japanese national holidays.

"Personal Information"
means information capable of identifying an individual directly or indirectly.

ARTICLE 4
CLIENT ELIGIBILITY

The Client represents and warrants that:

1.

The Client is at least eighteen (18) years of age or otherwise legally competent under the laws applicable to the Client.

2.
The Client possesses the legal capacity to enter into binding contracts.

3.
The Client is acting voluntarily.

4.
The Client is not entering this Agreement under duress.

5.
The Client has read these Terms in their entirety.

6.
The Client fully understands these Terms.

7.
The Client has had adequate opportunity to ask questions prior to acceptance.

ARTICLE 5
IDENTITY VERIFICATION

Prior to commencing any Investigation, the Agency may require the Client to provide documents reasonably necessary to verify the Client's identity.

Such documents may include, without limitation:

- Passport

- Residence Card

- Driver's License

- National Identity Card
- My Number Card
- Certificate of Incorporation (for corporate clients)

The Agency reserves the right to request additional documentation where necessary.

Failure to complete identity verification may result in suspension or refusal of services.

ARTICLE 6
CLIENT DECLARATIONS

The Client hereby represents and warrants that:

(a) all information provided to the Agency is true, accurate and complete;

(b) the Client has lawful authority to request the Investigation;

(c) the requested Investigation is not intended to facilitate any unlawful act;

(d) the Client understands the nature and limitations of investigative services;

(e) the Client understands that investigative services involve uncertainty;

(f) the Client accepts that evidence may or may not be obtained;

(g) the Client has carefully reviewed these Terms.

ARTICLE 7
LAWFUL PURPOSE

The Client agrees that the Investigation shall be requested solely for lawful purposes.

The Client shall not request or use any Investigation for:

- Criminal activity
- Stalking
- Harassment
- Domestic violence
- Blackmail
- Extortion
- Defamation
- Identity theft
- Unlawful surveillance
- Discrimination
- Human trafficking
- Kidnapping
- Organized crime
- Terrorist activity
- Violation of sanctions laws
- Money laundering

- Any activity contrary to Japanese law.

If the Agency reasonably believes that the Investigation may be used for any unlawful purpose, the Agency may immediately reject, suspend or terminate the Investigation without prior notice.

ARTICLE 8
CLIENT ACKNOWLEDGEMENT

The Client acknowledges and agrees that:

The Agency is under no obligation to accept every request.

The Agency may refuse any Investigation that could violate applicable laws or ethical standards.

The Agency shall exercise professional judgment regarding investigative methods.

The Agency shall determine appropriate staffing, scheduling and operational procedures.

The Client shall not direct or interfere with the Agency's professional investigative judgment.

ARTICLE 9
AGENCY DECLARATION

The Agency represents that:

- it operates as a licensed private investigation business under Japanese law;

- its investigators are appropriately trained;

• reasonable efforts shall be made to perform investigations professionally;

• personal information shall be handled in accordance with applicable privacy laws;

• confidential information shall be protected using reasonable administrative, technical and organizational safeguards.

ARTICLE 10
COMPLIANCE WITH THE PRIVATE INVESTIGATORS ACT OF JAPAN

The Agency shall perform all investigative activities in compliance with the Private Investigators Act of Japan.

The Agency shall not knowingly conduct any investigation prohibited by law.

Where the Agency determines that an Investigation would violate applicable law, public order or public morals, the Agency may decline or terminate the requested services.

The Client agrees to cooperate with the Agency in maintaining compliance with all applicable legal requirements.

ARTICLE 11
ONLINE CONTRACT FORMATION

These Terms constitute a legally binding electronic agreement.

The Agreement shall be deemed concluded when the Client:

(1) completes the online application,

(2) uploads the requested identification documents,

(3) reviews these Terms,

(4) checks the "I Agree" box,

(5) types the Client's legal name as an electronic signature (if requested), and

(6) submits the online request.

The Client agrees that no handwritten signature is required unless expressly requested by the Agency.

ARTICLE 12
ELECTRONIC RECORDS

The Client agrees that the Agency may maintain electronic records of:

- submitted documents;
- uploaded identification;
- communications;
- investigation instructions;
- payment records;
- acceptance of these Terms;
- electronic signatures;
- IP address;
- browser information;

- device information;
- timestamps; and
- other records reasonably necessary to document the contractual relationship.

Such electronic records may be used as evidence to the extent permitted by applicable law.

ARTICLE 13
ENTIRE UNDERSTANDING OF PART 1

The Client confirms that the Client has carefully read and understood all provisions contained in Part 1 before proceeding with the Investigation request.

By selecting "I Agree", the Client expressly accepts all provisions contained in this Part.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 2

INVESTIGATION SERVICES

ARTICLE 14
SERVICES PROVIDED

The Agency provides lawful private investigation services in accordance with the laws of Japan.

Services may include, but are not limited to:

- Infidelity Investigations
- Marital Investigations

- Surveillance Operations
- Background Investigations
- Missing Person Investigations
- Asset Investigations
- Corporate Due Diligence
- Employee Misconduct Investigations
- Identity Verification
- Address Verification
- Witness Location Services
- Digital Open-Source Intelligence (OSINT)
- Social Media Investigations
- Litigation Support
- Evidence Collection
- Other lawful investigative services approved by the Agency.

The Agency reserves the right to modify the scope of services where operationally necessary.

ARTICLE 15
SERVICES NOT PROVIDED

The Agency shall not perform any investigation that:

- violates Japanese law;
- violates international law;
- violates human rights;
- promotes discrimination;
- facilitates stalking;
- facilitates domestic violence;
- facilitates harassment;
- facilitates organized crime;
- facilitates terrorism;
- facilitates money laundering;
- facilitates identity theft;
- facilitates unlawful surveillance;
- invades legally protected privacy without lawful basis; or
- otherwise conflicts with public order or public morals.

ARTICLE 16
SCOPE OF INVESTIGATION

The Agency shall determine the appropriate scope of each Investigation based upon:

- information supplied by the Client;
- operational feasibility;
- applicable laws;
- investigator safety;
- availability of resources;
- time limitations; and
- budget agreed with the Client.

The Agency may narrow, expand or modify investigative activities where reasonably necessary.

ARTICLE 17
INVESTIGATION PLAN

The Agency may prepare an internal investigation plan before commencing services.

Such plan may include:

- surveillance schedule;
- investigator assignments;
- operational strategy;
- equipment allocation;
- anticipated expenses;
- contingency planning.

The investigation plan is confidential and shall not be disclosed to the Client unless the Agency determines otherwise.

ARTICLE 18
INVESTIGATIVE METHODS

Investigations may include:

Physical surveillance

Mobile surveillance

Vehicle surveillance

Foot surveillance

Neighborhood inquiries

Public record searches

Corporate registry searches

Internet research

Open-source intelligence

Database research

Photographic documentation

Video documentation

Location verification

Interviewing voluntary witnesses

Other lawful investigative techniques.

The Agency shall determine which methods are appropriate.

ARTICLE 19
SURVEILLANCE SERVICES

Surveillance services may include observation of persons, vehicles or locations.

The Agency does not guarantee continuous observation.

Operational circumstances may require investigators to:

- suspend surveillance;
- relocate;
- change personnel;
- discontinue observation;
- withdraw temporarily.

Such decisions shall be made solely by the Agency.

ARTICLE 20
BACKGROUND INVESTIGATIONS

Background investigations may include lawful verification of publicly available information relating to:

- identity;
- residence;
- employment;
- business interests;
- litigation history;
- publicly available financial information;
- corporate registrations;
- publicly available social media.

Private information protected by law shall not be obtained unlawfully.

ARTICLE 21
MISSING PERSON INVESTIGATIONS

The Agency may conduct reasonable efforts to locate missing persons.

The Client acknowledges that:

location cannot be guaranteed;

missing persons may refuse contact;

law enforcement authorities may possess superior legal authority;

the Agency cannot compel any person to disclose information.

ARTICLE 22
ASSET INVESTIGATIONS

Asset investigations may include lawful research concerning publicly available ownership interests.

The Agency shall not unlawfully obtain banking records, tax records or confidential financial information.

ARTICLE 23
CORPORATE INVESTIGATIONS

Corporate investigations may include:

corporate background;

director information;

litigation history;

public filings;

business registrations;

reputation analysis;

compliance research;

publicly available financial information.

ARTICLE 24
DIGITAL INVESTIGATIONS

Digital investigations may include:

open-source intelligence;

public websites;

public social media;

domain registration information;

public archives;

news databases;

public online forums.

The Agency shall not engage in hacking, unauthorized access or unlawful interception of communications.

ARTICLE 25
INTERNATIONAL INVESTIGATIONS

Where investigations involve foreign jurisdictions, the Agency may cooperate with qualified overseas investigators.

International investigations remain subject to:

Japanese law;

the laws of the relevant foreign jurisdiction;

international privacy requirements; and

operational feasibility.

ARTICLE 26
SUBCONTRACTORS

The Agency may engage qualified subcontractors where reasonably necessary.

The Agency remains responsible for supervising subcontractors.

Subcontractors shall be required to maintain confidentiality.

ARTICLE 27
CLIENT COOPERATION

The Client agrees to:

provide accurate information;

promptly respond to reasonable requests;

cooperate during the Investigation;

avoid interfering with investigators;

promptly notify the Agency of new information.

Failure to cooperate may delay or terminate services.

ARTICLE 28
CLIENT INSTRUCTIONS

The Client may provide investigation objectives.

However, operational decisions remain solely within the professional discretion of the Agency.

The Agency may refuse instructions that:

are unsafe;

are unlawful;

are unethical;

would jeopardize investigators;

would compromise evidence.

ARTICLE 29
EVIDENCE COLLECTION

The Agency shall use reasonable professional efforts to collect evidence.

Evidence may include:

written reports;

photographs;

videos;

audio recordings where lawful;

timelines;

public documents;

screenshots;

maps;

investigator observations.

The Agency cannot guarantee the quantity or quality of evidence obtained.

ARTICLE 30
INVESTIGATION LIMITATIONS

The Client acknowledges that investigations may be affected by:

weather;

traffic;

public events;

security personnel;

building access restrictions;

transportation delays;

equipment failure;

illness;

government action;

changes in the Subject's behaviour;

actions of third parties;

other circumstances beyond the Agency's control.

ARTICLE 31
INVESTIGATOR SAFETY

The Agency places the safety of its investigators above all investigative objectives.

The Agency may immediately suspend or terminate investigative activities where investigator safety may be compromised.

The Client shall have no right to require investigators to expose themselves to unreasonable risk.

ARTICLE 32
ETHICAL STANDARDS

The Agency shall perform all investigations with professionalism, integrity and respect for applicable laws.

Investigators shall avoid unnecessary intrusion, intimidation or harassment.

ARTICLE 33
NO OBLIGATION TO CONTINUE

The Agency may suspend or terminate an Investigation where:

continuation becomes unlawful;

continuation becomes unsafe;

the Client materially breaches these Terms;

required payments are not received;

the Client provides false information;

the Agency reasonably believes continued services would expose the Agency to legal or reputational risk.

ARTICLE 34
COMPLETION OF PART 2

The Client acknowledges that investigative services involve professional judgment, operational discretion and inherent uncertainty.

By accepting these Terms, the Client authorizes the Agency to perform lawful investigative services consistent with this Part.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 3

FEES, PAYMENTS, CANCELLATION AND REFUNDS

ARTICLE 35
INVESTIGATION FEES

The Client agrees to pay the investigation fees specified in the quotation, invoice, service proposal, or online payment page provided by the Agency.

Investigation fees may consist of one or more of the following:

- Consultation Fee
- Case Assessment Fee
- Investigation Planning Fee
- Retainer Fee
- Investigation Service Fee
- Investigator Hourly Fee
- Fixed Investigation Fee
- Daily Investigation Fee
- Success Fee (where expressly agreed)
- Equipment Fee
- Vehicle Fee
- Administrative Fee
- Translation Fee
- Interpreter Fee
- Travel Expenses

- Accommodation Expenses
- Miscellaneous Expenses
- Consumption Tax (where applicable)

The total fee shall be the amount separately agreed between the Agency and the Client.

ARTICLE 36
QUOTATIONS

Any quotation issued by the Agency shall remain valid only for the period stated therein.

Unless otherwise stated, quotations remain valid for seven (7) calendar days.

The Agency may revise quotations where circumstances materially change before acceptance.

ARTICLE 37
RETAINER

The Agency may require payment of a retainer before commencing any investigation.

No investigation shall commence until the required retainer has been received and cleared.

The retainer shall be credited toward the total investigation fee unless otherwise agreed.

ARTICLE 38
PAYMENT METHODS

The Agency may accept payment by:

- Bank Transfer
- Credit Card
- Debit Card
- Online Payment Platform
- Other payment methods approved by the Agency.

The Client shall bear all bank charges, currency conversion fees, intermediary bank fees, and payment processing fees unless otherwise agreed.

ARTICLE 39
CURRENCY

Unless otherwise agreed in writing, all fees shall be payable in Japanese Yen (JPY).

If payment is made in another currency, the amount received in Japanese Yen after conversion shall be deemed the payment amount.

Exchange rate fluctuations are the responsibility of the Client.

ARTICLE 40
PAYMENT DEADLINES

Invoices shall be payable on or before the due date specified therein.

Failure to make payment by the due date may result in suspension or termination of investigative services.

ARTICLE 41
LATE PAYMENT

If payment is overdue, the Agency may charge interest for late payment to the extent permitted by applicable law.

The Agency may also suspend services until outstanding amounts are paid.

ARTICLE 42
ADDITIONAL INVESTIGATION COSTS

During an investigation, additional expenses may become necessary.

Such expenses may include:

- Additional investigator hours
- Emergency deployment
- Additional surveillance
- Airfare
- Train fare
- Taxi fare
- Rental vehicles
- Fuel
- Parking

- Toll roads
- Hotels
- Meals during long-distance assignments
- Ferry charges
- Court filing fees
- Translation services
- Interpreter services
- Certified copies of public records
- Delivery charges
- International shipping
- Digital forensic expenses
- Expert consultation fees

Where reasonably practicable, the Agency shall seek the Client's approval before incurring substantial additional expenses.

ARTICLE 43
EMERGENCY EXPENSES

If immediate action is reasonably necessary to preserve evidence or prevent loss of investigative opportunity, the Agency may incur reasonable emergency expenses without prior approval.

The Agency shall provide a reasonable explanation and supporting documentation after such expenses are incurred.

ARTICLE 44
SUCCESS FEES

Where a Success Fee has been expressly agreed, the applicable conditions shall be specified in writing before commencement of the investigation.

No Success Fee shall be payable unless expressly agreed.

ARTICLE 45
NO GUARANTEE OF RESULTS

The Client acknowledges that investigation fees compensate the Agency for professional investigative services and operational activities.

Payment is not contingent upon:

• obtaining evidence;

• locating a person;

• proving infidelity;

• discovering assets;

• identifying a witness;

• obtaining court-admissible evidence;

• achieving the Client's desired objective.

ARTICLE 46
INVESTIGATION TIME

Time spent on the following activities may be chargeable where agreed:

• Planning

• Preparation

• Travel

• Surveillance

• Waiting Time

• Documentation

• Evidence Review

• Report Preparation

• Communication with the Client

• Coordination with third parties

ARTICLE 47
CLIENT REQUESTED CHANGES

The Client may request reasonable changes to investigation instructions.

Changes may require:

- revised scheduling;
- additional investigators;
- revised quotations;
- additional fees.

The Agency reserves the right to reject unreasonable changes.

ARTICLE 48
CLIENT CANCELLATION

The Client may request cancellation of investigative services at any time before completion.

Cancellation shall become effective only after written confirmation by the Agency.

Applicable cancellation charges shall be determined in accordance with the quotation, agreement, or applicable law.

ARTICLE 49
SUSPENSION BY CLIENT

The Client may request temporary suspension of the investigation.

The Agency shall determine whether suspension is operationally feasible.

Costs incurred before suspension remain payable.

ARTICLE 50
TERMINATION BY THE AGENCY

The Agency may terminate the Agreement immediately if:

- payment is not received;

- false information is supplied;

- unlawful purposes are discovered;

- the Client breaches these Terms;

- continuation would violate applicable law;

- continuation would endanger investigators;

- continuation would expose the Agency to unreasonable legal or operational risk.

ARTICLE 51
REFUNDS

Where a refund is appropriate under this Agreement or applicable law, the Agency shall process the refund within a reasonable period.

Any refund may be reduced by:

- services already performed;

- agreed cancellation charges;

- non-recoverable expenses reasonably incurred;

- payment processing costs where legally permissible.

Nothing in this Article limits any mandatory refund rights that cannot legally be waived.

ARTICLE 52
COOLING-OFF RIGHTS

Where the Client is entitled to cooling-off rights under applicable Japanese law, such rights shall apply notwithstanding any provision of these Terms.

The Agency shall provide all legally required information concerning cooling-off rights where applicable.

ARTICLE 53
NO SET-OFF

The Client shall not withhold or offset payment against any claim unless required or permitted by applicable law.

ARTICLE 54
TAXES

The Client shall be responsible for all taxes, duties, withholding taxes, governmental charges, and similar assessments arising in the Client's jurisdiction, except taxes imposed on the Agency's income.

ARTICLE 55
INTERNATIONAL PAYMENTS

The Client is responsible for ensuring compliance with foreign exchange regulations applicable in the Client's country.

The Agency shall not be responsible for payment delays caused by intermediary banks, governmental authorities, sanctions screening, or international payment systems.

ARTICLE 56
PAYMENT RECORDS

The Agency may maintain electronic records of:

- invoices;
- quotations;
- receipts;
- payment confirmations;
- transaction references;
- exchange rates;
- payment correspondence.

Such records may be relied upon as evidence to the extent permitted by law.

ARTICLE 57
COLLECTION COSTS

If the Agency is required to take reasonable steps to recover unpaid fees, the Client shall be responsible for reasonable recovery costs to the extent permitted by applicable law, including legal fees where awarded or otherwise recoverable.

ARTICLE 58
FINAL ACCOUNTING

Upon completion or termination of the investigation, the Agency may issue a final invoice setting out:

- investigation fees;
- approved additional expenses;
- applicable taxes;
- payments received;
- outstanding balance; or
- any refund due.

ARTICLE 59
CLIENT ACKNOWLEDGEMENT

The Client acknowledges that:

(a) investigation services require professional time, labour, planning, expertise and operational resources;

(b) fees are charged for services performed rather than guaranteed outcomes;

(c) additional expenses may arise during an investigation;

(d) cancellation may result in charges depending on the circumstances and applicable law; and

(e) the Client has read and understood this Part before proceeding.

ARTICLE 60
COMPLETION OF PART 3

By electronically accepting these Terms, the Client agrees to comply with all payment obligations contained in Part 3.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 3.1

PROFESSIONAL PAYMENT SCHEDULE
SPECIAL PAYMENT CONDITIONS

ARTICLE 60A
COMMENCEMENT OF INVESTIGATION

For purposes of these Terms, an Investigation shall be deemed to have commenced upon the earliest occurrence of any of the following:

- assignment of investigators;

- preparation of an operational plan;

- collection or verification of preliminary information;

- reservation of investigators;
- scheduling of surveillance personnel;
- preparation or inspection of equipment;
- travel by investigators toward the investigation area;
- communication with subcontractors;
- preparation of investigation documentation;
- any operational activity performed specifically for the Client.

The Client acknowledges that commencement of the Investigation is not limited to the moment physical surveillance begins.

ARTICLE 60B
PRELIMINARY INVESTIGATION

The Agency may conduct preliminary investigative activities before field operations begin.

Such activities may include:

- information verification;
- operational planning;
- route analysis;
- location assessment;
- investigator scheduling;

- equipment preparation;

- risk assessment;

- review of publicly available records;

- consultation with specialists.

These activities constitute professional investigative services.

ARTICLE 60C
INVESTIGATION RESERVATION

The Agency may reserve investigators exclusively for the Client.

Reserved investigators may become unavailable for other assignments.

Accordingly, reservation of investigators constitutes a professional service for which fees may become payable.

ARTICLE 60D
INVESTIGATION HOURS

Billable investigation time may include:

- operational planning;

- preparation;

- travel time;

- waiting time;

- surveillance;
- interviews;
- documentation;
- report preparation;
- evidence review;
- client communications;
- internal meetings directly relating to the Investigation.

ARTICLE 60E
SUCCESS FEE

Where a Success Fee has been agreed, the definition of "Success" shall be specified separately in writing.

Examples may include:

- obtaining photographic evidence;
- confirming contact between specified persons;
- confirming residence;
- identifying an individual;
- locating missing persons;
- identifying assets;

• completion of agreed investigative objectives.

If no written definition exists, no Success Fee shall apply.

ARTICLE 60F
EXTENSION OF INVESTIGATION

The Client may request an extension of the Investigation.

Extensions are subject to:

investigator availability;

operational feasibility;

payment of additional fees.

The Agency is under no obligation to accept extension requests.

ARTICLE 60G
OVERTIME

Where investigative activities exceed the originally estimated hours due to:

• changes in the Subject's behaviour;

• transportation delays;

• operational requirements;

• additional surveillance opportunities;

- Client instructions;

additional hourly charges may apply where previously disclosed or agreed.

ARTICLE 60H
MULTIPLE INVESTIGATORS

The Agency may assign multiple investigators where reasonably necessary.

Factors considered include:

- investigator safety;
- complexity;
- surveillance effectiveness;
- legal compliance;
- operational efficiency.

Charges may increase accordingly where disclosed or agreed.

ARTICLE 60I
CLIENT DELAYS

Where the Client causes delay by:

late instructions;

failure to respond;

incorrect information;

changes of objectives;

failure to provide requested documents;

the Agency may revise schedules and fees where reasonable.

ARTICLE 60J
SUSPENSION OF OPERATIONS

The Agency may suspend operations due to:

extreme weather;

natural disasters;

government restrictions;

public emergencies;

security risks;

equipment failure;

health emergencies;

civil unrest.

Reasonable costs incurred before suspension remain payable.

ARTICLE 60K
CHARGEBACKS

Where payment is made by credit card, debit card or online payment platform, the Client agrees not to initiate a chargeback in bad faith.

If a chargeback is initiated after investigative services have commenced, the Agency reserves all rights to dispute the chargeback and seek recovery of unpaid fees and reasonable collection costs, subject to applicable law.

Nothing in this Article limits the Client's statutory rights to dispute unauthorized or fraudulent transactions.

ARTICLE 60L
INSTALLMENT PAYMENTS

Where installment payments are approved:

all installments shall remain payable according to the agreed schedule.

Failure to make any installment may result in immediate suspension of investigative services.

ARTICLE 60M
DEFAULT

The Client shall be deemed in default if:

payment is overdue;

false information is supplied;

bank transfers are rejected;

payment instruments are dishonoured;

fraudulent payment methods are used.

ARTICLE 60N
CURRENCY FLUCTUATIONS

Where payment is received in a foreign currency, the Agency shall calculate the amount received based upon the actual amount credited in Japanese Yen.

The Agency shall not be responsible for losses caused by exchange rate fluctuations.

ARTICLE 60O
BANK CHARGES

The Client shall bear:

bank transfer fees;

intermediary bank fees;

currency conversion fees;

credit card processing fees where applicable;

international remittance fees.

ARTICLE 60P
NO PARTIAL REFUND OF COMPLETED SERVICES

Fees earned for professional services already performed shall not be refundable except where otherwise required by mandatory applicable law.

This includes:

planning;

consultation;

preliminary investigation;

equipment preparation;

travel;

surveillance already completed;

documentation;

report preparation.

ARTICLE 60Q
PAYMENT PRIORITY

Unless otherwise agreed, payments received shall be applied in the following order:

1. Taxes

2. Collection Costs

3. Late Payment Interest

4. Additional Expenses

5. Investigation Fees

6. Success Fees

ARTICLE 60R
ORDER OF PRECEDENCE

In the event of inconsistency between:

these Terms;

the quotation;

the invoice;

the individual Investigation Agreement;

the written Investigation Proposal;

the following order shall apply:

1. Individual Investigation Agreement

2. Written Investigation Proposal

3. Quotation

4. Invoice

5. These Terms and Conditions

unless mandatory law requires otherwise.

ARTICLE 60S
CLIENT ACKNOWLEDGEMENT

The Client expressly acknowledges that investigation services involve substantial preparation, planning, allocation of personnel, reservation of operational resources and professional expertise before field investigation begins.

Accordingly, investigative fees are earned through the provision of professional services and are not solely dependent upon the production of investigative results.

ARTICLE 60T
COMPLETION OF PART 3.1

By electronically accepting these Terms, the Client confirms that the Client has carefully read, fully understood and voluntarily agrees to all payment provisions contained in Part 3 and Part 3.1.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 3.2

REFUND POLICY
SUCCESS FEES
INVESTIGATION EXTENSION
FINAL SETTLEMENT

ARTICLE 60U
REFUND POLICY

Any request for a refund shall be reviewed individually based upon:

- the services already performed;

- the stage of the Investigation;

- expenses already incurred;

- contractual agreements;

- applicable Japanese law.

No refund shall be provided solely because the Investigation did not produce the outcome expected by the Client.

Nothing in this Article limits any mandatory refund rights that cannot legally be waived.

ARTICLE 60V
NON-REFUNDABLE PROFESSIONAL SERVICES

Subject to applicable law, fees attributable to professional services already performed may be treated as earned.

Examples include:

- Initial consultation;

- Case assessment;

- Investigation planning;

- Preliminary investigation;

- Risk assessment;

- Investigator assignment;
- Equipment preparation;
- Operational meetings;
- Legal compliance review;
- Administrative processing;
- Scheduling.

ARTICLE 60W
REFUND AFTER COMMENCEMENT

Where the Investigation has commenced, any refund shall be calculated after deducting:

- earned professional service fees;
- approved investigation expenses;
- third-party expenses already incurred;
- non-recoverable travel costs;
- taxes and governmental charges where applicable;
- other reasonable costs incurred in performing the agreed services,

to the extent permitted by applicable law and the parties' agreement.

ARTICLE 60X
CLIENT TERMINATION

If the Client terminates the Investigation before completion:

the Agency shall prepare a final accounting.

Any remaining balance shall be determined after deducting amounts properly chargeable under the Agreement and applicable law.

ARTICLE 60Y
AGENCY TERMINATION

If the Agency terminates the Investigation because:

- the Client supplied false information;
- illegal purposes are discovered;
- payment obligations are materially breached;
- continuation would violate law;
- continuation would endanger investigators;
- continuation would create unreasonable legal risk,

the Agency may retain fees corresponding to services already performed and costs reasonably incurred, subject to applicable law.

ARTICLE 60Z
SUCCESS FEE DETERMINATION

Where a Success Fee applies, success shall be measured only by the objective criteria expressly agreed in writing before commencement.

Success shall never be determined solely by the Client's subjective satisfaction.

ARTICLE 60AA
PARTIAL SUCCESS

If only part of the agreed investigative objectives are achieved, any Success Fee shall be payable only to the extent expressly provided in the written agreement.

ARTICLE 60AB
NO DOUBLE CHARGING

The Agency shall not intentionally charge duplicate fees for the same professional service.

Where an invoice error is identified, appropriate correction shall be made.

ARTICLE 60AC
EXTENSION OF SURVEILLANCE

If surveillance must continue beyond the originally agreed schedule because of:

changes in the Subject's movements;

unexpected investigative opportunities;

delays outside the Agency's reasonable control;

Client instructions;

the Agency shall notify the Client where reasonably practicable before continuing billable services, unless immediate continuation is reasonably necessary to preserve evidence.

ARTICLE 60AD
REACTIVATION OF SUSPENDED INVESTIGATIONS

Where an Investigation is resumed following suspension requested by the Client, the Agency may require:

a revised quotation;

updated operational planning;

additional deposits;

new scheduling.

ARTICLE 60AE
FINAL INVESTIGATION REPORT

Upon completion of the Investigation, the Agency may provide:

written reports;

photographs;

video recordings;

timelines;

supporting documentation;

digital evidence;

other agreed deliverables.

The format of the report shall be determined by the Agency unless otherwise agreed.

ARTICLE 60AF
DELIVERY OF EVIDENCE

Evidence may be delivered through:

encrypted electronic download;

secure cloud storage;

password-protected file transfer;

physical media;

registered mail;

or any other secure method agreed between the parties.

The Agency may require confirmation of receipt before releasing certain materials.

ARTICLE 60AG
DOWNLOAD PERIOD

Where evidence is delivered electronically, the Client shall download the materials within the period specified by the Agency.

The Agency is not responsible for the Client's failure to download evidence before the expiry of the designated download period, provided the Agency has made the materials available as agreed.

ARTICLE 60AH
BACKUP COPIES

The Agency may retain backup copies of investigation materials for the period specified in its retention policy or as required by applicable law.

The Agency is under no obligation to retain investigation materials indefinitely.

ARTICLE 60AI
CLIENT RESPONSIBILITY FOR STORAGE

After delivery, the Client shall be responsible for maintaining secure copies of all investigation reports and evidence.

The Agency shall not be responsible for loss occurring after proper delivery, except to the extent caused by the Agency's own breach of its obligations.

ARTICLE 60AJ
FOREIGN TAXES

The Client shall be solely responsible for:

import duties;

withholding taxes;

foreign VAT;

GST;

sales taxes;

bank reporting obligations;

or other taxes imposed outside Japan.

ARTICLE 60AK
EXCHANGE RATE RISK

The Client accepts all risks associated with:

currency exchange;

international remittance delays;

exchange rate fluctuations;

foreign banking regulations.

ARTICLE 60AL
GOVERNMENT RESTRICTIONS

The Agency shall not be responsible for delays arising from:

sanctions screening;

bank compliance procedures;

government approvals;

export restrictions;

cross-border payment verification.

ARTICLE 60AM
FINAL ACCOUNT STATEMENT

Following completion or termination of the Investigation, the Agency may issue a Final Account Statement summarizing:

- professional fees earned;
- approved expenses;
- taxes;
- payments received;
- refunds due, if any; and
- any outstanding balance.

The Client shall promptly review the Final Account Statement and notify the Agency within the period specified by applicable law or the Agreement of any good-faith dispute regarding the statement.

ARTICLE 60AN
GOOD FAITH RESOLUTION

If any disagreement arises concerning fees, refunds, or expenses, the parties shall first attempt to resolve the matter through good-faith consultation before commencing legal proceedings, unless immediate legal action is necessary to protect a party's rights.

ARTICLE 60AO
CLIENT ACKNOWLEDGEMENT

The Client understands and agrees that:

(a) investigation fees compensate the Agency for professional investigative services and reasonable operational expenses;

(b) refunds, if any, are determined in accordance with the Agreement and applicable law;

(c) evidence delivery methods are selected to protect confidentiality and security; and

(d) international payments and cross-border transactions may be affected by laws and regulations beyond the Agency's control.

ARTICLE 60AP
COMPLETION OF PART 3.2

By electronically accepting these Terms, the Client confirms that the Client has carefully read, understood, and agrees to all provisions contained in Part 3.2.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 4

INVESTIGATION REPORTS
CONFIDENTIALITY

PERSONAL INFORMATION
EVIDENCE MANAGEMENT

ARTICLE 61
INVESTIGATION REPORT

Upon completion of the Investigation, the Agency may prepare an Investigation Report summarizing the investigative activities performed.

The Investigation Report may include, where applicable:

- Written observations

- Chronological timeline

- Photographs

- Video recordings

- Publicly available documents

- Screenshots

- Maps

- Investigator notes

- Other supporting materials lawfully obtained.

The format and presentation of the Investigation Report shall be determined by the Agency unless otherwise agreed in writing.

ARTICLE 62
REPORT CONTENT

The Investigation Report reflects the observations, findings and information reasonably available to the Agency during the Investigation.

The Agency shall prepare the Investigation Report honestly and professionally.

The Agency does not warrant that every factual issue has been conclusively established.

ARTICLE 63
DELIVERY OF REPORT

The Investigation Report may be delivered by:

- Secure Client Portal

- Password-Protected Download

- Encrypted Cloud Storage

- Encrypted Email

- Physical Storage Media

- Registered Courier

- Hand Delivery

- Other secure methods agreed by the parties.

ARTICLE 64

DELIVERY COMPLETION

Delivery shall be deemed completed when:

- the report becomes available for download;

- the report is transmitted electronically to the Client;

- the courier confirms delivery;

- the Client acknowledges receipt;

or

- another agreed delivery method has been completed.

ARTICLE 65
REPORT REVIEW

The Client shall review the Investigation Report promptly after receipt.

If the Client believes that the report contains an apparent clerical or factual error, the Client shall notify the Agency within a reasonable period.

The Agency shall review such request in good faith.

ARTICLE 66
CONFIDENTIALITY OF REPORT

The Investigation Report is confidential.

The Client agrees not to disclose the report except:

- to the Client's attorney;
- to a court;
- to governmental authorities where legally required;
- to insurance companies where reasonably necessary;
- where otherwise required by law.

ARTICLE 67
LIMITED LICENSE

The Agency grants the Client a non-exclusive, non-transferable licence to use the Investigation Report solely for lawful personal or business purposes.

No ownership of intellectual property is transferred unless expressly agreed.

ARTICLE 68
PROHIBITED USE OF REPORT

The Client shall not use the Investigation Report for:

- unlawful surveillance;
- stalking;
- harassment;
- intimidation;

- extortion;

- blackmail;

- identity theft;

- discrimination;

- criminal activity;

- publication intended to unlawfully invade another person's privacy;

or

- any unlawful purpose.

ARTICLE 69
COURT USE

The Investigation Report may be used by the Client in legal proceedings where permitted by applicable law.

However, the Agency does not guarantee:

- admissibility;

- evidentiary weight;

- judicial acceptance;

- litigation success.

These matters remain solely within the authority of the relevant court or tribunal.

ARTICLE 70
EXPERT TESTIMONY

Unless separately agreed in writing, the Agency is not obligated to:

appear in court;

provide testimony;

prepare affidavits;

prepare witness statements;

participate in arbitration;

participate in mediation.

Such services may be provided under a separate agreement.

ARTICLE 71
CONFIDENTIAL INFORMATION

During the course of the Investigation, both parties may obtain confidential information.

Confidential Information includes:

- investigative methods;
- operational procedures;
- client information;

- subject information;
- business information;
- investigator identities;
- internal documentation;
- pricing information;
- security procedures;
- unpublished reports.

ARTICLE 72
CONFIDENTIALITY OBLIGATIONS

Both parties shall protect Confidential Information using reasonable care.

Confidential Information shall not be disclosed except:

where legally required;

with written consent;

to professional advisers under duties of confidentiality;

or as otherwise permitted by applicable law.

ARTICLE 73
PERSONAL INFORMATION

The Agency shall collect, use, store and process Personal Information only to the extent reasonably necessary to provide investigative services and comply with applicable legal obligations.

ARTICLE 74
PURPOSES OF PROCESSING

Personal Information may be processed for:

identity verification;

investigation planning;

communication;

payment processing;

report preparation;

legal compliance;

record retention;

fraud prevention;

risk management;

quality assurance.

ARTICLE 75
DISCLOSURE OF PERSONAL INFORMATION

The Agency shall not disclose Personal Information except:

where required by law;

with the Client's consent;

to service providers assisting the Investigation under appropriate confidentiality obligations;

to legal advisers;

to courts or governmental authorities where legally required.

ARTICLE 76
INTERNATIONAL DATA TRANSFER

Where reasonably necessary for the Investigation, Personal Information may be transferred, stored or processed across national borders in compliance with applicable privacy laws.

The Agency shall implement reasonable safeguards appropriate to such transfers.

ARTICLE 77
DATA SECURITY

The Agency shall implement reasonable administrative, technical and organisational measures designed to protect Personal Information against unauthorised access, disclosure, alteration or destruction.

No security system can guarantee absolute protection.

ARTICLE 78

CLIENT RESPONSIBILITY

The Client shall maintain the confidentiality of:

download links;

passwords;

reports;

evidence;

account credentials;

communications received from the Agency.

The Client is responsible for preventing unauthorised access after delivery.

ARTICLE 79
PHOTOGRAPHS AND VIDEO RECORDINGS

Photographs and video recordings produced during the Investigation remain confidential.

The Client shall not edit, manipulate or misrepresent such materials in a manner likely to create a false or misleading impression.

Nothing in this Article restricts lawful use in legal proceedings or as otherwise permitted by law.

ARTICLE 80
AUDIO RECORDINGS

Where audio recordings are lawfully obtained, such recordings shall be handled as confidential evidence.

The Agency makes no representation that audio recordings will be available in every Investigation.

ARTICLE 81
CHAIN OF CUSTODY

Where appropriate, the Agency may maintain records describing the handling and transfer of investigation materials.

The maintenance of such records does not guarantee admissibility of evidence in any legal proceeding.

ARTICLE 82
RECORD RETENTION

Investigation materials may be retained for the period:

required by law;

reasonably necessary for legal or operational purposes;

or specified in the Agency's record retention policy.

Following expiration of the applicable retention period, materials may be securely destroyed unless continued retention is required by law.

ARTICLE 83

DESTRUCTION OF RECORDS

The Agency may securely destroy investigation materials by methods reasonably designed to prevent unauthorised recovery.

The Agency shall not be required to notify the Client before routine destruction unless otherwise agreed.

ARTICLE 84
CYBERSECURITY

The Agency employs reasonable cybersecurity measures to protect electronic records.

The Client acknowledges that electronic communications and internet-based systems inherently involve security risks that cannot be completely eliminated.

ARTICLE 85
NO WAIVER OF PRIVACY RIGHTS

Nothing contained in these Terms authorises either party to violate applicable privacy laws or the legal rights of third parties.

ARTICLE 86
CLIENT ACKNOWLEDGEMENT

The Client acknowledges that:

(a) investigation reports contain confidential information;

(b) evidence may include Personal Information relating to third parties;

(c) confidentiality obligations continue after completion of the Investigation;

(d) the Agency must comply with applicable privacy laws; and

(e) electronic storage and transmission involve inherent security risks despite reasonable safeguards.

ARTICLE 87
COMPLETION OF PART 4

By electronically accepting these Terms, the Client confirms that the Client has read, understood and agrees to all provisions contained in Part 4.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 4A

INTERNATIONAL PRIVACY
DATA PROTECTION
CYBER SECURITY
DIGITAL EVIDENCE

ARTICLE 88
GENERAL PRIVACY PRINCIPLES

The Agency is committed to protecting the privacy and personal information of the Client, the Subject, and all other individuals whose information may be processed during the Investigation.

Personal Information shall be collected, processed, stored, transferred and deleted only where reasonably necessary for legitimate investigative purposes or to comply with applicable legal obligations.

The Agency shall implement reasonable safeguards designed to protect Personal Information throughout its lifecycle.

ARTICLE 89
LAWFUL BASIS FOR PROCESSING

Where required by applicable privacy laws, the Agency shall process Personal Information only on an appropriate legal basis, including, where applicable:

- performance of a contract;
- compliance with legal obligations;
- legitimate business interests;
- protection of vital interests;
- consent of the data subject where required by law.

Nothing in these Terms authorises processing beyond what is permitted under applicable law.

ARTICLE 90
GDPR COMPLIANCE

Where Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR") applies, the Agency shall process Personal Information in accordance with applicable GDPR requirements.

Where applicable, data subjects may have rights including:

- right of access;
- right to rectification;
- right to erasure;
- right to restriction of processing;
- right to data portability;
- right to object to certain processing;
- rights relating to automated decision-making, where applicable.

The exercise of such rights may be subject to legal exemptions, including exemptions relating to legal claims, public interest, or the prevention or detection of unlawful conduct.

ARTICLE 91
CALIFORNIA PRIVACY RIGHTS

Where applicable under California law, including the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), the Agency shall honour applicable privacy rights to the extent required by law.

Nothing in this Article creates rights beyond those provided by applicable law.

ARTICLE 92
OTHER INTERNATIONAL PRIVACY LAWS

Where the laws of another jurisdiction apply to the processing of Personal Information, the Agency shall make reasonable efforts to comply with mandatory legal requirements applicable to the services being provided.

ARTICLE 93
CLIENT CONSENT

By electronically accepting these Terms, the Client expressly consents, where such consent is required by law, to the collection, use, storage, disclosure and international transfer of Personal Information as reasonably necessary for the performance of investigative services.

Where consent is not the applicable legal basis, processing shall be carried out on another lawful basis recognised by applicable law.

ARTICLE 94
DATA MINIMISATION

The Agency shall endeavour to collect only Personal Information reasonably necessary to provide investigative services.

The Agency is under no obligation to collect information that is unnecessary for the agreed Investigation.

ARTICLE 95
DATA ACCURACY

The Client agrees to provide accurate and up-to-date information.

The Agency may rely upon information supplied by the Client unless the Agency has reason to believe such information is materially inaccurate.

ARTICLE 96
RETENTION OF PERSONAL INFORMATION

Personal Information shall be retained only for:

- the period required to complete the Investigation;
- legal compliance;
- dispute resolution;
- enforcement of contractual rights;
- internal compliance requirements;

or other lawful purposes.

Following expiration of the applicable retention period, Personal Information may be securely deleted or anonymised unless continued retention is required by law.

ARTICLE 97
ANONYMISATION

Where reasonably practicable, the Agency may anonymise investigation data after completion of the Investigation.

Anonymised information shall no longer be considered Personal Information to the extent recognised by applicable law.

ARTICLE 98
DATA SECURITY

The Agency shall maintain reasonable administrative, technical and physical safeguards designed to protect Personal Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access.

Such safeguards may include:

- encryption;
- password protection;
- access controls;
- multi-factor authentication;
- secure cloud storage;
- audit logging;
- regular software updates;
- employee confidentiality obligations.

No security system can eliminate all cybersecurity risks.

ARTICLE 99
CYBER INCIDENT RESPONSE

If the Agency becomes aware of a cybersecurity incident affecting Personal Information, the Agency shall respond in a manner appropriate to the nature of the incident and applicable legal requirements.

Where notification is required by applicable law, the Agency shall provide such notification within the legally required timeframe.

ARTICLE 100
COOKIES AND TRACKING TECHNOLOGIES

The Agency's website may use cookies or similar technologies for:

- website functionality;
- security;
- fraud prevention;
- session management;
- analytics;
- user preferences.

The use of cookies shall be governed by the Agency's applicable Cookie Policy where required by law.

ARTICLE 101
CLIENT PORTAL

Where the Agency provides a secure online portal:

the Client shall maintain the confidentiality of login credentials;

the Client shall not share account access with unauthorised persons;

the Client shall immediately notify the Agency of any suspected unauthorised access.

ARTICLE 102
PASSWORD SECURITY

The Client is responsible for selecting strong passwords and maintaining the confidentiality of all authentication credentials.

The Agency shall not be responsible for unauthorised access resulting from the Client's failure to protect login information.

ARTICLE 103
DIGITAL EVIDENCE

Digital evidence may include:

- photographs;
- videos;
- metadata;
- screenshots;
- public social media information;
- publicly available online records;
- emails lawfully provided by the Client;
- publicly available internet archives;
- other electronically stored information lawfully obtained.

ARTICLE 104
AUTHENTICITY OF DIGITAL EVIDENCE

The Agency shall use reasonable efforts to preserve the integrity of digital evidence obtained during the Investigation.

However, the Agency does not warrant that every digital file will be accepted as evidence by any court or governmental authority.

ARTICLE 105
AI-ASSISTED ANALYSIS

The Agency may utilise artificial intelligence or automated analytical tools to assist in reviewing publicly available information or organising investigation materials.

Any significant investigative conclusions shall remain subject to human review before inclusion in the Investigation Report.

The Agency shall not rely exclusively on automated decision-making to determine the outcome of an Investigation.

ARTICLE 106
THIRD-PARTY SERVICE PROVIDERS

The Agency may utilise third-party service providers for:

- cloud hosting;

- encrypted communications;

- secure file transfer;
- payment processing;
- translation;
- technical support.

The Agency shall take reasonable steps to engage providers that maintain appropriate security measures.

ARTICLE 107
CROSS-BORDER PROCESSING

Where investigation activities involve more than one jurisdiction, Personal Information may be transferred internationally where reasonably necessary and where permitted by applicable law.

Reasonable safeguards shall be implemented where required.

ARTICLE 108
DATA SUBJECT REQUESTS

Where legally required, requests concerning access, correction, deletion or restriction of Personal Information shall be reviewed in accordance with applicable law.

The Agency may request reasonable proof of identity before responding.

The Agency may decline a request where legally permitted, including where disclosure would prejudice an ongoing investigation, another person's rights, legal obligations, or the prevention or detection of unlawful conduct.

ARTICLE 109
NO ABSOLUTE SECURITY

The Client acknowledges that:

- no electronic communication system;
- no cloud storage provider;
- no computer network;
- no cybersecurity technology

can guarantee complete security against all threats.

The Agency shall not be liable for cyber incidents beyond its reasonable control, except to the extent liability cannot lawfully be excluded.

ARTICLE 110
CLIENT ACKNOWLEDGEMENT

The Client confirms that:

(a) the Client has read and understood this Part;

(b) the Client understands that Personal Information may be processed internationally where lawful and reasonably necessary;

(c) the Client understands the inherent risks associated with electronic communications and internet-based technologies; and

(d) the Client agrees to the privacy and data protection practices described in these Terms, subject always to applicable law.

ARTICLE 111
COMPLETION OF PART 4A

By electronically accepting these Terms, the Client confirms that the Client has carefully read, understood and agrees to all provisions contained in Part 4A.

ONLINE INVESTIGATION SERVICE TERMS AND CONDITIONS

PART 5

LIABILITY
LEGAL PROVISIONS
FINAL TERMS

ARTICLE 112
NO GUARANTEE OF RESULTS

The Client acknowledges that investigative services involve uncertainty and that outcomes depend upon numerous factors beyond the Agency's reasonable control.

Accordingly, the Agency does not guarantee:

- discovery of evidence;

- confirmation of suspected conduct;

- successful surveillance;

- location of any person;

- identification of assets;
- successful litigation;
- court admissibility of evidence;
- recovery of damages;
- any particular investigative result.

The Agency's obligation is to perform investigative services with reasonable professional care and skill.

ARTICLE 113
NO LEGAL ADVICE

The Agency does not provide legal advice.

Any information provided during the Investigation shall not be interpreted as legal advice.

The Client is encouraged to consult qualified legal counsel concerning legal rights and litigation strategy.

ARTICLE 114
NO PROFESSIONAL RELATIONSHIP OTHER THAN INVESTIGATION SERVICES

Nothing contained in these Terms creates:

- an attorney-client relationship;
- an employment relationship;

- a partnership;

- a joint venture;

- a fiduciary relationship;

between the Agency and the Client beyond the contractual relationship for investigative services.

ARTICLE 115
LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Agency's liability arising out of or relating to the Investigation shall be limited to direct losses actually caused by the Agency's breach of this Agreement.

Except where liability cannot lawfully be excluded or limited, the Agency shall not be liable for:

- indirect loss;

- consequential loss;

- incidental damages;

- punitive damages;

- exemplary damages;

- loss of profits;

- loss of business opportunity;

- reputational damage;
- emotional distress;
- speculative damages.

ARTICLE 116
MAXIMUM LIABILITY

Subject to applicable law, the total aggregate liability of the Agency arising from the Investigation shall not exceed the total investigation fees actually paid by the Client under the relevant Investigation.

Nothing in this Article excludes liability where exclusion is prohibited by applicable law.

ARTICLE 117
CLIENT INDEMNIFICATION

To the extent permitted by applicable law, the Client agrees to indemnify and hold harmless the Agency, its directors, officers, employees and investigators from losses, claims, liabilities, damages, costs and reasonable legal expenses arising from:

- false information supplied by the Client;
- unlawful instructions;
- misuse of investigation materials by the Client;
- the Client's breach of these Terms;
- unlawful use of investigation results after delivery.

ARTICLE 118
FORCE MAJEURE

The Agency shall not be responsible for delays or failure to perform caused by events beyond its reasonable control including but not limited to:

- earthquakes;
- floods;
- typhoons;
- pandemics;
- epidemics;
- fire;
- war;
- terrorism;
- riots;
- civil unrest;
- governmental restrictions;
- transportation failures;
- internet outages;
- telecommunications failures;

- power outages;
- cyber attacks;
- strikes;
- shortages of labour or equipment.

The Agency shall resume performance as soon as reasonably practicable.

ARTICLE 119
INSURANCE

The Agency may maintain business insurance appropriate to its operations.

Unless expressly agreed in writing, no insurance coverage is provided directly to the Client.

ARTICLE 120
THIRD PARTY RIGHTS

These Terms are intended solely for the benefit of the Agency and the Client.

Except where required by law, no third party shall acquire rights under these Terms.

ARTICLE 121
ASSIGNMENT

The Client may not assign or transfer any rights or obligations under these Terms without the prior written consent of the Agency.

The Agency may assign or transfer this Agreement where reasonably necessary in connection with a corporate reorganisation, business succession or lawful transfer of business, provided such transfer does not reduce the Client's mandatory legal rights.

ARTICLE 122
SEVERABILITY

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be interpreted, where possible, so as to reflect its original intent in a lawful manner.

ARTICLE 123
NO WAIVER

Failure by either party to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other rights.

ARTICLE 124
AMENDMENTS

The Agency may amend these Terms where reasonably necessary to:

- comply with changes in law;

- improve investigative services;

- enhance security;

- reflect operational changes.

Material amendments shall apply prospectively and shall not affect investigations already completed unless required by law or agreed by the Client.

ARTICLE 125
NOTICES

The Agency may provide notices electronically, including by:

- email;

- secure client portal;

- SMS;

- LINE;

- WhatsApp;

- other agreed electronic communication methods.

Electronic notices shall be deemed received when transmitted, unless the sender becomes aware that delivery has failed.

ARTICLE 126
LANGUAGE

These Terms are prepared in English for the convenience of international Clients.

If the Agency also provides a Japanese version and an inconsistency exists, the Japanese version shall prevail unless mandatory law requires otherwise.

ARTICLE 127
GOOD FAITH

The Agency and the Client agree to act in good faith in performing their respective obligations under these Terms.

Where any matter is not expressly addressed by these Terms, the parties shall seek to resolve it through sincere consultation before resorting to formal dispute resolution, unless immediate legal action is reasonably necessary.

ARTICLE 128
GOVERNING LAW

These Terms and all disputes arising from or relating to investigative services shall be governed by and construed in accordance with the laws of Japan.

ARTICLE 129
DISPUTE RESOLUTION

Before commencing court proceedings, the parties shall make reasonable efforts to resolve disputes through good-faith discussions.

Nothing in this Article prevents either party from seeking urgent interim relief where necessary.

ARTICLE 130
EXCLUSIVE JURISDICTION

Subject to any mandatory jurisdictional rules that cannot be excluded, the parties agree that the Tokyo District Court shall have exclusive jurisdiction over disputes arising out of or relating to these Terms.

ARTICLE 131
ENTIRE AGREEMENT

These Terms, together with any applicable quotation, Investigation Agreement, service proposal or written amendment, constitute the entire agreement between the parties concerning the Investigation.

They supersede all prior oral or written discussions relating to the same subject matter.

ARTICLE 132
SURVIVAL

The following provisions shall survive completion or termination of the Investigation to the extent reasonably necessary:

- Confidentiality;

- Privacy;

- Intellectual Property;

- Payment Obligations;

- Record Retention;

- Limitation of Liability;

• Indemnification;

• Governing Law;

• Jurisdiction;

• Dispute Resolution.

ARTICLE 133
ELECTRONIC ACCEPTANCE

The Client agrees that selecting the "I Agree" button, checking the acceptance box, typing the Client's legal name where requested, and submitting the online request constitute the Client's legally binding electronic acceptance of these Terms.

The Client further acknowledges that electronic records maintained by the Agency may be used as evidence of acceptance to the extent permitted by applicable law.

ARTICLE 134
FINAL CLIENT DECLARATION

By accepting these Terms, the Client declares and confirms that:

(a) the Client has carefully read these Terms in their entirety;

(b) the Client understands the rights and obligations created by these Terms;

(c) all information supplied by the Client is true and accurate to the best of the Client's knowledge;

(d) the requested Investigation is for lawful purposes only;

(e) the Client understands that the Agency does not guarantee any investigative outcome;

(f) the Client voluntarily enters into this Agreement without coercion;

(g) the Client consents to the electronic execution of this Agreement;

(h) the Client agrees to be legally bound by these Terms.

ARTICLE 135
FINAL ACCEPTANCE

THE CLIENT ACKNOWLEDGES THAT THESE TERMS HAVE BEEN CAREFULLY READ, FULLY UNDERSTOOD, AND VOLUNTARILY ACCEPTED.

BY SELECTING "I AGREE" AND SUBMITTING THE ONLINE REQUEST, THE CLIENT ENTERS INTO A LEGALLY BINDING AGREEMENT WITH THE AGENCY.

END OF TERMS AND CONDITIONS

ISSUED BY

TRUST RESEARCH Detective Agency

Operated by

TOYO TRUST Co., Ltd.

Representative Director

Munenori Yamamoto

Date of Establishment of these Terms

May 31, 2026

These Terms and Conditions are issued and administered by TOYO TRUST Co., Ltd., the operator of TRUST RESEARCH Detective Agency.

These Terms and Conditions are effective as of May 31, 2026, and shall remain in effect until amended or replaced by the Agency.

The latest version of these Terms and Conditions will always be made available through the Agency's official website.