

# Marriage Agency Service Agreement

This agreement is subject to the regulations laid by the Japanese “Act on Specified Commercial Transactions.”

Please read this agreement carefully before making an application.

The Member and the Agency hereby agree as follows regarding the Agency’s marriage agency services to be provided to the Member (hereinafter referred to as the “Agreement”).

## **(Purpose)**

**Article 1** The Agency will provide the Member with the service of, among other things, introducing the Agency’s members from Japan and other foreign countries to the Member, organizing marriage interviews for the Member, and providing the Member with advice and support toward the Member’s dating and marriage (hereinafter referred to as the “Service”).

## **(Content and Period of Provision of Service)**

**Article 2** The content of the Service is as set forth below:

- ① Introducing members
  - a. The Agency will introduce to the Member the Agency’s members who meet the Member’s requirements (in terms nationality, looks, personality, etc.). For specific conditions, please refer to Article 4 (Flow of Service), ②.
  - b. The Agency may introduce the Member to other members of the Agency. If another member of the Agency requests a meeting with the Member, the Agency will introduce such member to the Member.
- ② Arranging and attending meetings
  - a. If the Member and any of the members introduced by the Agency to the Member under the preceding item (① a. and b.) (hereinafter

referred to as the “Other Member”) both request a meeting with each other, the Agency will arrange a meeting.

- b. If necessary, one of the Agency’s employees or business partners will attend the marriage interview and will provide interpretation services and other necessary support to facilitate conversation between the Member and the Other Member.
- c. For **specific conditions regarding a meeting** and related information, please refer to Article 4 (Flow of Service), ③.

③ Invitations to events

The Agency will occasionally provide the Member with information on exchange events with people overseas (not limited to the Agency’s members). If the Member participates in any of such events, all expenses incurred in the Member’s participation in the event will be the responsibility of the Member himself/herself.

④ Providing support toward dating and marriage

As people in different countries have totally different cultures, mindsets, and values, it is particularly important to understand each other. The Agency will provide advice and other necessary support to help the Member and the Other Member deepen their understanding of each other as well as toward their dating and marrying each other.

For **specific conditions regarding dating and marriage** and related information, please refer to Article 4 (Flow of Service), ④ .

⑤ Other services

Apart from this Agreement, the Agency also provides advise with obtaining a visa and with other formalities, etc. that may be required of members after marriage. Please contact us if you wish to receive this advise.

2. The Service will be provided during the period commencing on the date of execution of this Agreement and ending upon the earlier of:

- ① the Member’s marriage to the Other Member, after the Agency’s

introduction of the Other Member to the Member and the Member's meeting with, and dating, the Other Member, pursuant to the preceding paragraph; or

- ② termination of this Agreement under Article 11 or 12.

### **(Application for Membership)**

**Article 3** The Member must meet all of the requirements listed below to be a member eligible to receive the Service. The Member covenants to the Agency, at the time of admission, that the Member meets all of the requirements listed below. The Agency may reject the Member's use of the Service, in which case the Agency is not obligated to disclose the reason for such rejection.

- ① The Member is at least eighteen (18) years of age and is single.
- ② The Member is able to prove his/her own identity, etc. at the request of the Agency.
- ③ The Member has provided accurate information and no false information to the Agency.
- ④ The Member has never committed stalking or other harassment comparable thereto in the past in connection with the Member's use of any other company's service of providing opportunities to date persons of the opposite sex.
- ⑤ The Member is seriously looking for a future marriage partner.
- ⑥ The Member will treat other members in good faith and with respect.
- ⑦ The Member has never received a warning from the Agency or been excluded by the Agency from its membership or received any notice from the Agency comparable to any of the above in connection with the Member's use of the Service.
- ⑧ The Member is not an organized crime group, an organized crime group member, a person who ceased to be an organized crime group member within the last five (5) years, a quasi-member of an organized crime group, an organized crime group-associated company or an officer or

employee thereof, a corporate extortionist (*sokaiya*), a rogue person or group proclaiming itself to be a social activist (*shakai undo to hyobogoro*), an organized special intellectual crime group (*tokushu chinoboryoku shudan*) or any other person similar to any of the above (hereinafter each of the above is referred to as an “Organized Crime Group Member, etc.”), or a person who has a relationship to an Organized Crime Group Member, etc. in which such person provides funds or benefits to the Organized Crime Group Member, etc. or engages in similar acts, or a person who has a socially reprehensible relationship with an Organized Crime Group Member, etc.

2. Prior to admission, the Member shall provide the Agency with personal and other information necessary for the Member to use the Service, as well as materials related to such information, pursuant to the procedure prescribed by the Agency. The Member agrees that the Agency will not return to the Member the copies of the materials provided to the Agency by the Member.
3. Any changes or modifications to the information provided by the Member to the Agency shall be immediately notified by the Member to the Agency.

### **(Flow of Service)**

**Article 4** The flow of the Service is as follows:

- ① Entry of the Member’s profile and submission of required documents
  - (I) The Member enters his/her profile on the Agency’s website.
  - (II) In order for the Agency to check the entered information, the Member shall submit his/her photo ID documents (driver’s license, insurance card, passport etc.), family register, income certificate (taxation certificate, withholding tax slip, etc.), and other required documents.
- ② Introduction of the Other Member
  - (I) Introduction of members who meet the Member’s requirements (Article 2, ① a.)

- (i) After confirming the Member's payment of the admission fee and the membership fee for the first month as set forth in Article 5 (Admission Fee, Membership Fee, etc.), the Agency asks the Member's requirements and introduces to the Member the Agency's members who meet the Member's requirements as much as possible.
  - (ii) From among the members introduced to the Member, the Member chooses those with whom the Member requests a meeting. The Agency asks the intentions of the members chosen by the Member, and notify the Member of the results.
- (II) Introduction of the Member to other members at their request (Article 2, ① b.)
- (i) If other members of the Agency request a meeting with the Member, the Agency introduces those overseas members to the Member.
  - (ii) The Agency asks the Member's intentions and notify the requesting members of the results.
- ② A meeting (by Skype or zoom video call or face-to-face) and exchange of contact details

If the Member and the Other Member both request a meeting with each other, the Agency arranges a marriage interview. In regards to the meeting, the Member must agree to and abide by the following rules.

<b>Rules for First Meeting</b>
<ul style="list-style-type: none"> <li>•The first marriage interview is conducted <b>by Skype or zoom video call only</b>. The Member must create his/her Skype account or download zoom application before the first meeting.</li> <li>•One of the Agency's employees or business partners attends the first meeting (by group video call). The Member will be separately notified of the procedure for group video call.</li> </ul>

- The first meeting shall last approximately thirty (30) minutes.
- At the mutual request of the Member and the Other Member, they are allowed to exchange contact details.

**Rules for the Second and Subsequent Meetings with the Same Other Member**

•The second (2nd) and subsequent meetings may be conducted by video call or face-to-face (in or outside the Member’s country of residence). This will be decided by the Member and the Other Member.

•In principle, the second (2nd) and subsequent meetings by video call are not attended by the Agency’s employees or business partners. •If the Member wishes the Agency’s attendance at the second (2nd) or a subsequent meeting, the Member shall notify the Agency of his/her wishes at the time when the Agency arranges the relevant meeting. If the Agency attends the marriage interview, it shall last approximately one (1) hour.

• If the Member wishes a face-to-face meeting (in or outside the Member’s country of residence), the Member is encouraged to talk to the Agency separately; one of the Agency’s employees or business partners will attend the marriage interview.

**Common Rules**

[Fees and Expenses]

•All expenses incurred in a marriage interview (communication and other expenses in the case of a meeting by video call, or travel, food and drink, and other expenses in the case of a face-to-face meeting) are the responsibility of the Member and the Other Member.

[Conditions Regarding Meetings]

•The Member is allowed to have meetings with two or more persons concurrently; provided, however, that **if the Member exchanges contact details with one Other Member, the Member is not, in principle, allowed to have meetings with any Other Member thereafter.** For the case

where the Member exchanges contact details with one Other Member, please refer to [Exchange of Contact Details] below.

[Exchange of Contact Details]

• **The Member is allowed to exchange contact details with only one person** and is not allowed to exchange contact details with two or more Other Members at the same time or concurrently. If the Member does not eventually date or marry the Other Member with whom the Member exchanged contact details, the Member is allowed to exchange contact details with one Other Member, **subject to deletion of the contact details of the preceding Other Member.**

• If the Member exchanges contact details with one Other Member:

- (a) Thereafter, the Member is allowed to contact and see the Other Member directly instead of through meetings; provided, however, that **if the Member is going to directly meet, in or outside the Member's country of residence (such as Japan), the Other Member who lives outside the Member's country of residence, one of the Agency's employees or business partners will attend the meeting. For this purpose, the Member shall contact the Agency without fail before arranging a date for the meeting.**
- (b) For status checking purposes, the Agency will contact the Member regularly (about once a month). The Member shall **get back to the Agency** without fail.
- (c) The Agency will not introduce new members to the Member. The Member will not be allowed to have any marriage interviews with any Other Members.

④ Dating

- **If the Member decides to start dating the Other Member, etc., the Member shall promptly notify the Agency thereof.**
- **The Member is not allowed to date two or more Other Members concurrently.**

- If, after dating the Other Member, the Member is eventually not going to marry the Other Member and stops dating him/her, the Member shall promptly notify the Agency thereof.

After receipt of the notification from the Member, the Agency will, subject to the Member's deletion of the Other Member's contact details, resume introducing members to the Member, and the Member will be able to have marriage interviews with Other Members.

⑤ Marriage

- If the Member is going to marry the Other Member, the Member shall promptly contact the Agency.
- If the Member marries the Other Member, the marriage fee applies. For **the amount and due date of the marriage fee**, please refer to Article 5 (Admission Fee, Membership Fee, etc.).

**(Admission Fee, Membership Fee, etc.)**

**Article 5** The Member shall pay to the Agency the amounts (not including consumption tax) of the fees listed below, no later than the respective due dates specified below. Please note that the Agency does not take measures to preserve advance payments.

① Admission fee (fee for admission to and registration with the Service)	
Amount:	150,000 yen
Payment due:	Within seven (7) days of the date of application.
② Monthly membership fee (fee for receipt of the Service)	
Monthly amount:	10,000 yen
Payment due:	Fee for each month is due the last day of the preceding month.
③ Marriage fee	
Amount:	250,000 yen per person

<p>Payment due (debit/billing date):</p>	<p>Within seven (7) days of the earlier of: the date of the Member’s notification to the Agency of the Member’s intention to propose the Other Member; or the date of notification of marriage from the Other Member to the Agency.</p>
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- 2. The Member shall pay the fees specified in the preceding paragraph by credit card or any other means designated by the Agency.

**(Handling of Personal Information)**

**Article 6** The Agency shall handle personal information appropriately pursuant to the Privacy Policy established by the Agency.

[Privacy Policy]

URL: <https://www.soul-smith.com/>

- 2. The Member shall separately submit to the Agency a written consent to the Agency’s handling of personal information provided by the Member to the Agency.

**(Subcontracting)**

**Article 7** The Agency may, and the Member acknowledges that the Agency may, contract out part of the Service to a third party(ies).

**(Prohibited Acts)**

**Article 8** In his/her use of the Service, the Member may not engage in any act which falls under, or is deemed by the Agency to fall under, any of the following unless otherwise specified herein:

- ① Any act of invitation to a referral sales plan or any act of brokering involved in such invitation.
- ② Any act of invitation for profit, such as insurance solicitation, or any act

of brokering involved in such invitation.

- ③ Any act of invitation to a religious, political or other organization, or any act of brokering involved in such invitation.
- ④ To provide a third party(ies) with any information on other members (including the Other Members) obtained during the Member's use of the Service. To reproduce or copy any information on any other member (including, without limitation, taking a photo of a face photo on a document or screen, or creating a note, or conversion to digital data) without the Agency's permission.  
Should any information on any other member be divulged or be likely to be divulged to a third party, the Member shall immediately notify the Agency thereof.
- ⑤ To infringe upon any Other Member's or the Agency's intellectual property rights, right of privacy, honor, reputation or any other rights or interests. To libel or slander any Other Member or the Agency.
- ⑥ To commit an act of sexual harassment toward any Other Member.
- ⑦ To impersonate another person or being or to register false information.
- ⑧ To cause or permit a third party to use the Service.
- ⑨ Any act of publishing, by editing the Member's profile, any telephone number, e-mail address, personal Facebook URL, Twitter account name, LINE ID, or any other account information on any website with SNS services or on any instant messenger service, or any other information which allows mutual communication with other users or which allows easy identification of such information.
- ⑩ Any act of publishing, by editing the Member's profile, the URL for any website other than the website for the Service, or any information which allows easy identification of such URL.
- ⑪ Any act of threatening or inducing a crime or any criminal or illegal act.
- ⑫ Any act which violates any law or regulation or public order and morals.

- ⑬ To access the network for the Service in an unauthorized manner.
- ⑭ To place an excessive burden on the network, system, etc. for the Service.
- ⑮ To engage in any act which is inconsistent with the purpose of operating the Service or which interferes with the operation or maintenance of the Service.

**(Agency's Disclaimer)**

**Article 9** The Agency does not warrant to the Member all of the following:

- ① While the Agency endeavors to ensure the accuracy of information on other members through interviews with such members and checking their passports, etc. and by other appropriate means, the Agency does not warrant the accuracy of such information.
  - ② The Agency does not warrant to the Member that the Member will find a dating or marriage partner through the Service.
  - ③ The Agency does not warrant to the Member that the Member will be able to meet Other Members through the Service.
  - ④ While the Agency endeavors to introduce to the Member serious members who wish to marry, the Agency does not warrant that members introduced to the Member will meet the Member's requirements. The Agency assumes no liability if any member introduced to the Member is different from what was expected by the Member in terms of character, looks, etc.
- 2.** Even if any equipment, facility or software used by the Member is unfit for the use of the Service, the Agency assumes no obligation to make changes, modifications, etc. to the service.

**(Cooling-off)**

**Article 10 The Member may cancel this Agreement in writing until a period of eight (8) days has elapsed from the date of the Member's receipt of the agreement**

document (hereinafter referred to as the “Cooling-off Period”) (hereinafter referred to as “Cooling-off”).

2. If the Member fails to cancel this Agreement during the Cooling-off Period due to the Member’s misunderstanding caused by the Agency’s false representation on Cooling-off or due to the Member’s bewilderment caused by the Agency’s intimidation, the Agency shall, at the request of the Member, check the relevant facts and deliver to the Member a document stating to the effect that the Member is entitled to cancel this Agreement (i.e., the document referred to in Article 48, paragraph (1) of the Act on Specified Commercial Transactions). The Member is entitled to cancel this Agreement in writing until eight (8) days have elapsed from the date of receipt of such document.
3. The Cooling-off shall take effect upon the Member’s dispatch to the Agency of a document stating to the effect that the Member cancels this Agreement.
4. In the event of Cooling-off, the Agency is not entitled to claim from the Member payment of damages or a penalty for the cancellation.
5. In the event of Cooling-off, the Agency will not claim from the Member payment of consideration for the Agency’s services or any other money even if the Agency has provided services to the Member under this Agreement. If the Agency has received payment of the admission fee, membership fee, etc. from the Member, the Agency will promptly refund the full amount of such fees, etc. to the Member.

### **(Early Cancellation)**

**Article 11** Notwithstanding the expiration of the Cooling-off Period referred to in paragraph 1 or 2 of the preceding article, the Member is entitled to cancel this Agreement prospectively. Notice of such cancellation must be given in writing.

2. In the event of cancellation of this Agreement under the preceding paragraph,

payment of the expenses shall be settled as follows:

- ① Before commencement of the provision of the Service (before commencement of the provision of services)

The Member shall pay ¥30,000 to the Agency to cover the expenses generally incurred in the execution and performance of the agreement.

If the Member has already paid the admission fee, membership fee, etc., the Agency shall refund to the Member the balance of the amount paid after deducting ¥30,000 therefrom.

- ② After commencement of the provision of the Service (after commencement of the provision of services)

The Member shall pay to the Agency the total of: (i) the amount of consideration for the services provided; and (ii) the greater of ¥20,000 or the amount equivalent to twenty percent (20%) of the balance of the amount payable under the agreement.

If the Member has already paid the admission fee, membership fee, etc., the Agency shall refund to the Member the balance of the amount paid after deducting therefrom the total of (i) and (ii) above.

[Example] If the agreement is cancelled after ten (10) days have elapsed from the date of commencement of the provision of the Service (a case where no marriage interview has taken place)

(a) Amount paid

Admission fee + monthly membership fee

= 150,000 yen + 10,000 yen

= 160,000 yen

(b) Amount equivalent to the consideration for the services provided (i. e., (i) above)

Admission fee + 10 days' fee

= 150,000 yen + 340 yen x 10 days

= 153,400 yen

(c) 20% of the balance of the amount payable under the agreement (i.e., (ii) above)

20% of the annual membership fee corresponding to the remaining number of days (20 days)

= 340 yen x 20 days / 30 days x 0.2

= 1360 yen

(d) Amount refunded

(a)-(b)-(c)

= 160,000 yen - 153,400 yen - 1360 yen

= 5,240 yen

3. The Member covenants to the Agency that if the Member cancels this Agreement under paragraph 1 of this article, the Member will immediately delete the Other Member's contact details and will never contact the Other Member. If, after the Member's cancellation of this Agreement, the Member is found to be dating or to have married the Other Member, the Member shall pay to the Agency a penalty in the amount equivalent to the marriage fee specified in Article 5, as the case may be.

### **(Termination)**

**Article 12** If any of the following events occurs in respect of the Member, the Agency may terminate this Agreement:

- ① If any information required to be notified by the Member to the Agency is found to be false.
- ② If the Member breaches any provision of this Agreement.
- ③ If the Member violates public order and morals or any law or regulation.
- ④ If the Member cannot be contacted for three (3) months or more.
- ⑤ If otherwise the Agency deems the Member inappropriate as a member.

2. If the Agency terminates this Agreement under the preceding paragraph, the Agency will not refund to the Member the fees, etc. already paid.
3. If the Agency incurs damage due to any of the events listed in the items of paragraph 1 of this article, the Member shall compensate the Agency for such damage.
4. The provisions of paragraph 3 of the preceding article shall apply mutatis mutandis to the Agency's termination of this Agreement under paragraph 1 of this article. In such case, the phrase "if the Member cancels this Agreement under paragraph 1 of this article" in the first sentence of paragraph 3 of the preceding article and the phrase "after the Member's cancellation of this Agreement" in the second sentence of paragraph 3 of the preceding article shall be read as "if the Agency terminates this Agreement under paragraph 1 of Article 12" and "after the Agency's termination of this Agreement," respectively.

**(Discontinuation and Suspension of Service)**

**Article 13** If any of the following events occurs, the Agency may discontinue or suspend all or part of the Service without prior notice to the Member:

- ① If the Agency conducts regular or emergency maintenance, inspection and/or renewal of the equipment or system for the provision of the Service.
  - ② If it is difficult to provide the Service due to a fire, power failure, act of God or other force majeure.
  - ③ If a type 1 telecommunications carrier's services are not provided.
  - ④ If it is necessary for the Agency to temporarily discontinue or suspend the Service or if the Agency considers it difficult to provide the Services, in each case due to operational or technical considerations.
2. The Agency assumes no liability for any disadvantage or damage incurred by the Member or any third parties as a result of the temporary discontinuation,

suspension, etc. of the Agency's provision of the Service.

#### **(Ownership of Intellectual Property Rights and Other Rights)**

**Article 14** All title to and all intellectual property rights, portrait rights, publicity rights, and other rights in the text, images, programs, and other data, etc. constituting the Service shall vest in the Agency or the third parties holding such rights. The Member shall not, in any manner or form, reproduce, copy, reprint, accumulate, sell, publish or otherwise use any of the above assets beyond the limits of the Member's personal use, without the Agency's permission.

Unless specifically provided herein, this Agreement grants no license to use in any manner any intellectual property rights, portrait rights (e.g., the portrait rights in photo data on the website), etc. in the Service.

#### **(Assignment of Contractual Status)**

**Article 15** The Member may not, without the prior written consent of the Agency, assign or lease, or provide as security, any right or obligation arising from this Agreement to any third party.

#### **(Connection of Defense Rights)**

**Article 16** If the Member uses an installment sales method involving loan or credit payments, etc., the Member may connect his/her defense rights against the credit card company under the Installment Sales Act.

[Connection of defense rights]

"Connection of a defense" means, where the Member purchases goods with a loan or on credit, the Member is, subject to the satisfaction of certain requirements, entitled to exercise his/her defense (i.e., claim) against the Agency (i.e., the seller) against the credit company, etc. as well, and to thereby suspend credit payments thereafter.

**(Consultation)**

**Article 17** Any matters not specified herein or any questions related to any provision hereof shall be resolved amicably through mutual consultation between the parties hereto.

**(Governing Law; Jurisdiction)**

**Article 18** This Agreement shall be governed by, and construed in accordance with, the laws of Japan.

2. The parties hereto agree without objection that the Tokyo District Court shall have exclusive jurisdiction as the court of first instance over any dispute related to this Agreement.

In Witness Whereof, this Agreement has been executed duplicate, with the Member and the Agency to retain one copy each.

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**Member** (Address)

.....  
(Name)

.....  
(seal)

**Agency** (Address)

.....  
(Company name)

.....  
(Representative)

.....  
(Telephone/Fax)

.....