

Terms of Use for the Automated Crypto-asset Exchange Service for Guest Users

These Terms of Use govern the services provided by Gaia Co., Ltd. (referred to as "the Company"). Please read the Terms carefully before using the service and proceed only if you fully understand and agree to them.

Article 1: Definitions

The following terms used in these Terms of Use have the meanings defined below:

- **The Service:** Refers to the automated crypto-asset exchange service operated by the Company, known as the "Gaia BTM Service", which utilizes machines called "BTMs" (Bitcoin Teller Machines) installed by the Company.
- **The Website:** Refers to the website operated by the Company that provides information about the Service (<https://www.gaia-btm-service.com>). If the domain or contents are updated, the new site is included.
- **User:** A one-time or occasional user of the Service who agrees to these Terms. This refers specifically to individuals who do not have an ongoing contractual relationship with the Company.
- **User ID :** A unique identification number assigned to each user.
- **Transaction PIN:** A personal identification number created by the user to secure their transactions.
- **Registration Information: Refers** to the set of information registered by the user through the BTM, including data extracted from the IC chip of their identity documents, mobile phone number, and other submitted details.
- **Anti-Social Forces: Includes** organized crime groups, their members (including former members within five years of disassociation), quasi-members, related companies, corporate extortionists (sōkaiya), groups that claim to be engaged in social movements but act violently, special intelligence violence groups, and any other equivalent entities.
- **Exchange Request :** The act of the user initiating a transaction to convert crypto-asset to Japanese yen via the Service. In practice, this involves:
 - Using the BTM to request an exchange of crypto-asset from the user's personal wallet (not an exchange-provided wallet) into Japanese yen.
 - The user then sends the specified amount of crypto-asset to a wallet address designated by the Company.
 - After the Company confirms receipt, the equivalent amount of Japanese yen (in cash) will be dispensed from the BTM.
- **Amount Subject to Exchange:** Refers to the quantity of crypto-asset or the amount of Japanese yen the user wishes to exchange. In the case of a crypto-to-yen transaction, it denotes the amount of crypto-asset to be exchanged at the prevailing rate.
- **Designated Address:** The Company's designated wallet address to which users send their crypto-asset for exchange into yen.
- **Designated Network:** The blockchain network designated by the Company for each crypto-asset when transferring crypto-assets through the Service. The Designated Network will be displayed or otherwise notified on the BTM screen, the Website, or by another method prescribed by the Company.
- **Exchange Rate:** The market-based rate for converting crypto-asset to yen, as determined by the Company based on rates obtained from various exchanges.
- **Exchange Fee:** A fee calculated by applying the Company's predetermined rate (including consumption tax) to the amount of yen the user wishes to receive.
- **Weekly / Monthly / Yearly Periods: These are defined as:**
 - Week: Sunday through Saturday, including the relevant day.
 - Month: The 1st to the last day of the month, including the relevant day.
 - Year: January 1 to December 31, including the relevant day.

Unless otherwise specified, other terms in these Terms shall have their generally accepted meanings.

Article 2: Overview of the Service

1. Description of the Service

This Service allows users to exchange their crypto-asset into Japanese yen. The Company acts as the counterparty in this transaction, purchasing crypto-asset from the user and paying the equivalent amount in yen.

The exchange rate is based on prevailing market rates acquired by the Company, and the yen amount the user receives is calculated by deducting the applicable fee (see Article 4 for details). Please note:

- Service availability may vary depending on the type of crypto-asset.
- Transaction limits are set as follows:
 - Maximum of 100,000 yen per transaction.
 - Limit of one transaction per day.
 - Up to three transactions per week, and five in total.

2. Key Features

The Gaia BTM Service uses machines similar to ATMs that allow users to convert crypto-asset into physical cash. All exchanges are processed as direct sales between the user and the Company.

3. Eligibility

Only those aged 20 or older and under 75 who agree to the terms may use this service and your age is verified when your My Number card or passport is scanned.

Article 3: How to Use the Service

The procedure for exchanging crypto-asset for Japanese yen via this Service is as follows:

The user follows the on-screen instructions displayed on the BTM (Bitcoin Teller Machine) to specify either the amount of crypto-asset they wish to sell or the amount of Japanese yen they wish to receive.

The BTM displays the buy rate for the crypto-asset, which is determined by the Company based on prevailing market conditions.

The user must confirm the Designated Address and the Designated Network displayed on the BTM for the transaction before sending the crypto-asset from their personal wallet using that Designated Network.

Once the transaction has been confirmed on the blockchain with the required number of network confirmations (as determined by the type of crypto-asset used), the BTM dispenses the corresponding amount of Japanese yen in cash, after deducting the applicable service fee.

Important

Before sending crypto-asset, the user must carefully confirm that the type of crypto-asset, the address and the network to be used for sending the crypto-asset match the information displayed on the BTM screen or otherwise provided by the Company.

The user must ensure that crypto-asset is sent exactly to the address designated by the Company.

If the user sends crypto-asset using a network other than the Designated Network, the Company may be unable to receive the crypto-asset or reflect it in the transaction, even if the destination address is correct or uses the same address format. In such case, recovery or return of the sent crypto-asset may be difficult or impossible, and the user may lose such crypto-asset. (See the Important Risk Disclosure and Article 6 “Disclaimers” for details.)

1. Transaction Hours

Exchange requests can be made during the operating hours of each BTM location. However, the Service may be temporarily suspended due to system maintenance or legal restrictions on transaction times.

2. Management of Custodied Assets

If the user sends an excess amount of crypto-asset or if any yen is received by the Company during the exchange process, such assets are considered custodied assets. The Company holds these temporarily and returns them after the transaction is completed, using the prescribed procedures (e.g., for crypto-asset, returning to the user's designated wallet address).

If the transaction is canceled for any reason, the Company will return the custodied assets according to its internal procedures.

Article 4: Fees

1. Exchange Fee

A fixed 10% exchange fee (including tax) is charged on the amount of yen the user wishes to receive.

Example :

If the user wishes to receive ¥100,000 in cash, a fee of ¥10,000 will be applied. Therefore, the user must send crypto-asset equivalent to ¥110,000.

The Company will deduct the fee from the received crypto and dispense the remaining amount (¥100,000) in yen.

Fee Display and Calculation :

- The BTM will displays :
 - the applicable exchange rate, and
 - the fee amountat the time of the transaction.
- Users can review the fee amount before finalizing the transaction.
- The fee is reflected either:
 - in the amount of crypto-asset to be sent, or
 - in the amount of yen to be received.
- The displayed fee includes applicable consumption tax; no additional tax will be charged.

2. Other Costs

Apart from the above exchange fee, no membership fees or special application fees are required. However, users may incur the following costs:

- Bank Transfer Fees:
 - If the Company needs to transfer funds to a user's designated bank account, the associated transfer fees will generally be the responsibility of the user.
- Crypto-asset Network (Mining) Fees:
 - When sending crypto-asset to the Company's wallet, users are responsible for any blockchain network (mining) fees.
 - If the Company returns crypto to the user under special circumstances (e.g., a canceled transaction), an additional network fee may be charged, deducted from the returned amount.

3. Changes to Fee Rates

The Company reserves the right to adjust the exchange fee rate or other charges in response to market conditions or regulatory changes.

Any fee changes will be announced in advance on the official website, along with the effective date. The revised fee structure applies only to transactions conducted after the stated effective date.

Article 5: Contract Formation and Termination

1. Contract Formation

The service agreement between the user and the Company is deemed to be formed once the user agrees to these Terms.

This Service is available only to the individual who accepted the Terms.

2. Refusal of Service

The Company reserves the right to refuse or terminate the provision of services if any of the following conditions are met:

- The user is under 20 years old or over 75 years old at the time of use.
- The user violates these Terms or other rules established by the Company.
- The user interferes with the operation of the Service, by any means.
- The user is subject to bankruptcy, insolvency, or similar legal proceedings.
- The user's assets are subject to seizure, provisional seizure, or tax-related enforcement.
- The user is deceased or has been placed under legal guardianship.
- More than one year has passed since the user's last use of the Service, and they have not responded to contact from the Company.
- The user is found to be in violation of the provisions regarding exclusion of anti-social forces (Article 7), or is suspected of such violations.
- The user is suspected of using the Service for illegal purposes.

Using the service for illegal purposes includes, regardless of location, participating in or promoting gambling (including online casinos), sending or receiving crypto-assets related to such activities, or supporting them in any way (including affiliate ads).

- Any other serious circumstance arises that the Company deems makes continued use of the Service inappropriate.

In such cases, the Company shall bear no liability for any loss or damage incurred by the user as a result of service denial or termination.

Article 6: Disclaimers

When using the Service or engaging in crypto-asset transactions, the Company shall not be held liable for any of the following:

1. **No Guarantee on Crypto-asset Value** The Company, or any other party, does not guarantee the value of crypto-asset. We make no assurances regarding the current or future value, function, usability, legal status, or stability of any crypto-asset handled through the Service.
We shall not be responsible for any losses incurred by the user as a result of changes in such value or characteristics.
2. **Errors in Sending Crypto-asset**
If, in connection with an Exchange Request, the user sends crypto-asset to an address other than the address designated by the Company, sends crypto-asset using a network other than the Designated Network specified by the Company for the relevant crypto-asset, or sends a wrong type of crypto-asset, the Company may be unable to receive the relevant crypto-asset or reflect it in the transaction, and recovery or return of such crypto-asset may be difficult or impossible.
The Company shall not be liable for any loss resulting from an error by the user in selecting or confirming the destination address, the type of crypto-asset, or the network.
3. **Management of Custodied Assets**
The Company manages any funds entrusted by users (referred to as "custodied assets") with the same level of care as it applies to its own assets. However, the Company shall not assume liability beyond this. In the event of hacking or other incidents not attributable to the Company, any resulting loss or damage will only be compensated to the extent required under applicable laws.
4. **Service Interruptions and System Issues**
The Company shall not be liable for any damages incurred due to:
 - changes, suspension, or termination of the Service,
 - system malfunctions,
 - network issues,
 - or any delays in transaction execution or fund returns,
 - unless caused by intentional misconduct or gross negligence.For example, if a transaction is delayed or fails due to a system outage or poor connectivity, the Company is not liable for lost profits or missed opportunities caused by market fluctuations during that time.
5. **Indirect and Special Damages**
Unless caused by the Company's willful misconduct or gross negligence, the Company shall not be liable for:
 - indirect damages,
 - special or consequential damages,
 - or loss of anticipated profits.
 - This disclaimer applies even if such damages were foreseeable or the user had previously informed the Company of the possibility.
6. **Third-party Services**
The Company is not responsible for any issues or damages caused by third-party services, such as:
 - external crypto-asset exchanges,
 - third-party wallets,
 - banks, etc.
 - This includes, for example, delays in transfers from other exchanges or delays in bank remittances that result in transaction failure or delay.These disclaimers define the scope of liability of the Company. However, in cases where such exclusions are not legally enforceable under the Consumer Contract Act or other applicable laws, the Company shall be liable to the extent required by such laws.

Article 7: Miscellaneous Provisions

1. **Prohibited Conduct**
Users must not engage in any of the following acts while using the Service. Violations may lead to suspension or termination of the Service:
 - Actions that violate laws, regulations, or public order and morals, or are related to criminal activity.
 - Infringement of the Company's or any third party's intellectual property, privacy, or other rights.
 - Unauthorized access to or excessive load on the Company's systems.
 - Money laundering or other fraudulent acts using the Service.
 - Any other behavior deemed inappropriate by the Company.
2. **Exclusion of Anti-social Forces**
The user represents and warrants that they are not a member of any anti-social force (as defined in Article 1) and will not become one in the future.
The user also agrees not to provide funds or engage in any activity that supports such groups.
If the user is found to be affiliated with or to have supported an anti-social force, the Company may immediately terminate the service contract without notice.
3. **Intellectual Property Rights**
All intellectual property rights (including copyrights, trademarks, and patents) related to the Service and the Website belong to the Company or its licensors.
Users are not granted any rights to use these intellectual properties by merely using the Service.
Users may not reproduce, alter, or distribute any content from the Service or Website without prior written consent.
4. **Prohibition of Transfer of Contractual Rights**
Users may not assign or transfer their contractual status or rights and obligations under this Service Agreement to any third party without the Company's prior written consent. Even if such transfer is made, the Company is under no obligation to acknowledge it.
5. **Governing Law**
These Terms and all matters relating to the formation, validity, interpretation, and performance of the Service Agreement shall be governed by the laws of Japan.
6. **Jurisdiction**
Any disputes between the user and the Company relating to the Service shall fall under the exclusive jurisdiction of either the Osaka Summary Court or Osaka District Court, depending on the amount in controversy.
7. **Good Faith Discussions**

In the event of ambiguity or matters not covered in these Terms, the user and the Company shall resolve the matter through good-faith discussions.

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Contact Information:

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