

Terms of Use
(Japan Content Showcase: Online Library powered by FOYER)

These terms of use (hereinafter referred to as these "Terms of Use") set out the terms and conditions to be applied when the Client (as defined in Article 1) uses the online showcase "FOYER" to be provided by IMAGICA Corp. (hereinafter referred to as "we," "us" or "our") at Japan Content Showcase 2017 organized by UNIJAPAN. The Client is required to use the Service (as defined in Article 1) in compliance with these Terms of Use.

Article 1 (Definitions)

For the purpose of these Terms of Use, the following terms shall have the meanings ascribed to them below.

1. The "Service" means the content of the service to be detailed separately in the "FOYER service agreement application form" and to be provided by us to the Client under the name of "FOYER service."
2. The "Agreement" means an agreement between the Client and us based on the "FOYER service agreement application form."
3. The "Client" means a corporation or individual who has concluded the Agreement with us.
4. The "Contents" means the videos, audios, still images and other digital contents that may be seen, heard or used by the Client via the Service and that will be designated by the Client.
5. The "Equipment, etc." means our equipment, devices, systems, etc., that are necessary for providing the Service.

Article 2 (Application)

1. These Terms of Use shall apply to any and all relationships between the Client and us in connection with the use of the Service, and the Client shall be deemed to have agreed to these Terms of Use when the Client submits the "FOYER service agreement application form" to us.
2. A service agreement shall be deemed to have been established when we approve the content of the "FOYER service agreement application form" submitted by the Client.

Article 3 (Provision of Information)

1. When using the Service, the Client shall give prior consent that we will make copies of, and preserve, the Contents and the Client's contact information (hereinafter collectively referred to as the "Supplied Information") to the extent necessary for the purpose of providing the Service. Even if the Supplied Information is provided to us, the ownership to the Supplied Information shall not be transferred from the Client to us, and the use of the Service shall not result in any assignment

of the Client's Supplied Information to us, except for any restrictive rights that become effective during the course of the Service.

2. The Client shall give prior consent that we will provide the Client's Supplied Information to other users of the Service (hereinafter referred to as the "other users") to the extent necessary for the purpose of providing the Service. Even if the Supplied Information is provided to the other users, the ownership to the Supplied Information shall not be transferred to the other users, and the use of the Service shall not result in any assignment of the Client's Supplied Information to the other users, except for any restrictive rights that become effective during the course of the Service.

Article 4 (User Registration)

1. A person who wishes to use the Service shall make an application for the use of the Service, by taking the user registration procedure prescribed by us, in which the Client is required to register the following items, etc.
 - ① If the Client is a corporation, its name, trade name and address; and if the Client is an individual, his/her name and address;
 - ② The type and various conditions of the Service that the Client wishes to use; and
 - ③ Other matters necessary for the provision of the Service.
2. If we determine that the applicant for the user registration falls under one of the following categories, we may refuse to approve the application for the user registration, or withdraw the approval even after the approval was given, and we shall not be obligated in any manner whatsoever to disclose the reasons for the refusal or withdrawal.
 - ① The applicant registers any false information at the time of the user registration;
 - ② The applicant violated these Terms of Use in the past;
 - ③ We determine that the applicant is an anti-social force, etc., (meaning an organized crime group, organized crime group member, right-wing organization, anti-social force, or any other person/entity equivalent thereto), or cooperates or is involved with the maintenance, operation or management of an anti-social force, etc., by providing funds to the anti-social force, etc., or by any other means, or has any other relationship or involvement with an anti-social force, etc.;
 - ④ The applicant for the user registration is a minor; or
 - ⑤ Any other cases when we determine that it is not appropriate to allow the user registration.

The Client may register its employees as users (hereinafter referred to as the "internal users"), and may at its own discretion grant each user authorization to conduct certain activities (including grant of authorization to make an edit or access, or no grant of authorization; hereinafter referred to as the "authorization, etc."). We will not take any responsibility with respect to the internal users,

authorization, etc., controlled by the Client.

Article 5 (Change of Registered Information)

1. If it becomes necessary to change the registered information, the Client shall immediately change the registered information.
2. Even if the Client becomes unable to use the Service and suffer disadvantage due to the Client's failure to make the change referred to in the preceding paragraph, we will not assume any responsibility for the disadvantage in any manner whatsoever.

Article 6 (Management of User IDs and Passwords)

1. The Client shall set user IDs and passwords for the use of the Service.
2. The Client shall at its own responsibility perform the management of the user IDs and passwords for the Service.
3. In any case, the Client shall not assign or lend the user IDs and passwords to a third party. If any person logs in using a user ID and a password that are identical to the registered information, it shall be deemed that the log-in is made by the Client who has registered the user ID.
4. If any information leakage, use by a third party, or unauthorized access occurs due to insufficient management of Client's user IDs and passwords, the Client shall be responsible for damage arising out of the information leakage, use by a third party, or unauthorized access, and we will not be liable to such damage in any manner whatsoever.
5. If we suffer damage due to unauthorized use of user IDs, the Client shall provide compensation for such damage.

Article 7 (Prohibitions)

1. When using the Service, the Client shall comply with the following rules.
 - ① The Client shall not use the Contents for any purpose, except when the Contents are used in accordance with the terms and conditions of the license granted from the right holder; and
 - ② The Client shall not duplicate, modify, reverse engineer, reverse compile, or disassemble the Contents.
2. The Client who registers the Contents in the Service hereby guarantees that the Client has all the authorities and liabilities of property rights, reproduction rights, public transmission rights, distribution rights with respect to the Contents. In terms of music copyright, we report the use of music to copyright collection societies like Japanese Society for Rights of Authors, Composers and Publishers in case that the Contents include music managed by copyright collection societies in Japan.
 - 2.1. The Client hereby guarantees that the Contents do not fall under any of the following categories.

- ① Contents that infringe intellectual property rights, privacy rights or any other rights of a third party;
 - ② Contents that defame or make false accusations against us or a third party;
 - ③ Contents that disturb or that are likely to disturb the operation of the Service; or
 - ④ Any other contents that are against laws and regulations or public order and morals.
3. The Client (Seller) hereby guarantees that the Contents registered by the Client and to be used by other clients do not contain inappropriate contents such as indecent or violent contents or contents that are against good public order and morals.
 4. When using the Service, the Client shall be prohibited from conducting any of the acts listed below.
 - ① An act that infringes or that is likely to infringe copyrights or any other rights of ours or a third party;
 - ② An act that infringes or that is likely to infringe any property, privacy or portrait right of ours or a third party;
 - ③ An act that cause or that is likely to cause disadvantages or damage to us or a third party;
 - ④ A criminal act or an act that leads or is likely to lead to a criminal act;
 - ⑤ An act providing any information that is or that is likely to be against the fact;
 - ⑥ An act that disturbs the operation of the Service, or that damages the reputation of the Service;
 - ⑦ An act that violates or is likely to violate laws and regulations; or
 - ⑧ Any other act that is equivalent to those listed above and that is found inappropriate by us.
 5. If this agreement is terminated or cancelled, the Client shall return to us, or discard, the software, etc., and other materials received from us.

Article 8 (Discontinuation of the Service, etc.)

1. If we determine that any of the following events occurs, we may suspend or discontinue the whole or part of the Service without giving prior notice to the Client.
 - ① Maintenance, inspection, or updating work is performed for the computer systems for the Services;
 - ② It becomes difficult to provide the Service due to a force majeure event such as an earthquake, lightning stroke, fire, power outage, or natural disaster;
 - ③ Computers or telecommunication lines, etc., are suspended due to an accident; or
 - ④ Any other situation where we determine that it is difficult for us to provide the Service.
2. Even if the Client or a third party suffers disadvantage or damage due to the provision or suspension of the Service, we will not assume any responsibility for the disadvantage or damage for any reason and in any manner whatsoever.

Article 9 (Restriction on Use and Cancellation of Registration)

1. If any of the following events occurs, we may suspend the Client's use of the whole or part of the Service, or cancel the registration made by the Client, without giving prior notice to the Client.
 - ① The Client has violated any of the provisions of these Terms of Use;
 - ② It is found that the Client has registered false information; or
 - ③ There is any other reason for us to determine that the Client's use of the Service is inappropriate.
2. Even if the Client suffers damage due to an action taken by us under this Article, we will not assume any liability for the damage in any manner whatsoever.

Article 10 (Disclaimer)

1. Even if we fail to perform any of our obligations, we shall be exempted from liability for the failure, unless such failure is attributable to our willful misconduct or gross negligence.
2. To the maximum extent permitted by laws, we, our affiliated companies, suppliers, and distributors will not be liable to indirect damage, special damage, incidental damage, punitive damage, or derivative damage, or loss of use, loss of data, loss of business opportunities, or loss or profit, regardless of what liability theory the damage or loss is based; provided, however, that this clause shall not apply to any liability arising out of fraud, fraudulent misstatement, or gross negligence committed by us or any of our affiliated companies. This clause shall apply regardless of whether we or our affiliated companies were informed of the possibility of such damage, and shall also apply to the cases when any remedies cannot fulfill their essential purposes.
3. We will not be responsible for any transaction, communication, dispute, etc., between the Client and another user or a third party in connection with the Service.
4. Even if there is any dispute regarding the handling of rights for the contents posted or shared by the Client using the Service, we will not be responsible for such dispute, in any manner whatsoever. The Client hereby agrees that we may transmit, preserve and handle the Client's data outside the country in which the Client resides.
5. We make efforts in order to provide the Client with excellent services; however, depending on the situation, we may not be able to warrant the excellence of the services. To the maximum extent permitted by laws, we and our affiliated companies provide no warranty, either express or implied, with respect to the Services. Also, we and our affiliated companies provide no warranty of merchantability, fitness for a particular purpose, or non-infringement of rights. In certain regions, the disclaimer provision prescribed in this paragraph may not be permitted; in such case, the parties shall discuss with each other separately.
6. We do not warrant the accuracy or completeness of the Contents, or tag displays, titles or

information incidental to the Contents (including statements on copyrights, portrait rights, publicity rights and other property rights relating to the Contents).

Article 11 (Confidentiality)

1. Any information obtained by the Client during the process of the Service shall be treated as non-public information, and the Client shall not use such information in any manner whatsoever unless the disclosing party's prior written consent is obtained.
2. Any information obtained by IMAGICA during the process of the Service shall not be disclosed to third parties as non-public information excepting the purpose of Article 15 and UNIJAPAN.

Article 12 (Change of Service Contents, etc.)

1. We may change the contents of the Service without giving notice to the Client, and even if the Client suffers damage due to the change, we will not assume any liability for the damage.
2. We may discontinue providing the Service, by giving prior notice to the Client.
3. If we assign the business associated with the Service to any other company, we will be entitled to assign to the assignee the status as a party to the service agreement, rights and obligations under these Terms of Use, registered information of the Client, and any other information related to the Client, at the time of the business assignment, and the Client hereby gives its prior consent to such assignment. The business assignment referred to in this paragraph shall include not only ordinary business assignment but also company split or any other form of business transfer.

Article 13 (Change of these Terms of Use)

If we find that it is necessary to change these Terms of Use, we may at any time change these Terms of Use without giving any notice to the Client. In such case, the terms and conditions for the Service shall be based on these Terms of Use after the change. The Client should periodically check the latest version of these Terms of Use (<https://content.foyer-online.com/policy/en.html>).

Article 14 (Notices and Communications)

Any notices and communications given or made between the Client and us shall be given or made in compliance with the method separately prescribed by us.

Article 15 (Handling of Personal Information)

1. We may at our own discretion use and disclose the information, data, etc., provided by the Client to us, on the condition that such information, data, etc., shall be modified into statistical information that is not personally identifiable, and the Client shall not raise any objection against such use or disclosure.

2. If we determine that it is reasonable for us to disclose the Client's information in any of the cases described below, we may disclose the Client's information to a third party.

- ① The disclosure is required in order to comply with laws;
- ② The disclosure is required in order to prevent any fraud or misuse against us or any other users; or
- ③ The disclosure is required in order to protect our ownership rights.

Article 16 (Prohibition of Assignment of Rights and Obligations)

Unless our prior written approval is obtained, the Client shall not assign to a third party, or provide to a third party as security interest, these Terms of Use, or the rights or obligations under the Agreement.

Article 17 (Severability)

If any provision of these Terms of Use or any part of a provision of these Terms of Use is held invalid or unenforceable under the Consumer Contract Act or any other laws, regulations, etc., the remaining provisions of these Terms of Use or the remaining part of the provision held invalid or unenforceable shall remain in full effect.

Article 18 (Governing Law and Jurisdiction)

1. This Agreement shall be governed by and construed in accordance with the laws of Japan.
2. Any dispute arising out of the Services shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

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Established on 1st June, 2017