

## **Free Trial Member ID User Policy**

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MarkLines Co., Ltd., whose head office is located at 4-14, Akasaka 8-chome, Minato-ku, Tokyo, Japan (hereinafter referred to as "MarkLines") operates the website "MarkLines Information Platform"

(URL:www.MarkLines.com)(hereinafter referred to as the "Information Platform"). This Agreement specifies the rights and obligations of an individual customer that are applicable when the customer uses those services (hereinafter referred to as "the Service") provided by MarkLines on the Information Platform that the personal member ID and password are used for. When an individual customer completes the procedures for registration and clicks the "AGREE" button, the customer is deemed to have agreed on all of the terms of this Agreement.

### **Article 1 (Scope and amendment)**

1. This Agreement shall apply to all the users of this Service (hereinafter referred to as "the User"). The User is deemed to have agreed on all the provisions of this Agreement when the User clicks the "AGREE" on this Agreement's page on the Information Platform website, or when the User expresses its acceptance of this Agreement in one of the ways designated separately by MarkLines; provided, however, that the application for use of the Information Platform shall be filed in accordance with the provisions of Article 3 hereof.
2. All of the individual provisions provided by MarkLines separately shall constitute part of this Agreement. If such individual provisions differ in any way from this Agreement, the individual provisions shall take precedence. MarkLines shall notify the User of any amendments of this Agreement and the individual provisions in accordance with the provision of Article 2 hereof.

### **Article 2 (Notice and method of acceptance)**

1. Whenever MarkLines gives any notice to the User, MarkLines shall show the notice in the Information Platform and/or use email or any other

means that MarkLines deems adequate unless otherwise set forth in this Agreement.

2. In the case that the notice mentioned in the preceding Clause is sent by email, such notice is deemed to have been served to the User at the time that the email with the notice is dispatched to the email address that was registered by the User in accordance with Article 3 hereof at the time of application for use of this Service, and by which the User thereafter carries out revision procedures in accordance with Article 6 Clause 3 hereof.
3. In the case that the notice mentioned in Clause 1 of this Article is made by public display in the Information Platform, such notice is deemed to have been served to the User at the time that such notice is displayed in the Information Platform.
4. In the case that MarkLines has made a notice to the User by either one of the two methods mentioned above, MarkLines deems that the User has agreed on the statement of the relevant notice unless the User expresses any particular objection against the statement of the notice.

### **Article 3 (Application for use of the Information Platform)**

1. Any individual who wishes to use the Information Platform shall complete the application for use of the Information Platform in accordance with the procedures set forth (hereinafter referred to as the "Application for Use").
2. In addition to all the provisions hereof, any individual who wishes to use the Information Platform specifically agrees to the following:
  - (1) To provide MarkLines with all up-to-date and accurate information about the User at the time of registration, and
  - (2) To keep the registered information up-to-date at all times, complete and accurate in accordance with this Agreement.
3. MarkLines shall bear no responsibility for any losses or damages incurred by the User because of any error in the registered information.

### **Article 4 (Acceptance of the Information Platform)**

1. After an Applicant makes the Application for Use as referred to in Article 3 hereof, MarkLines shall investigate the Application for Use in detail. In the case that MarkLines decides to accept the Application for Use, MarkLines

shall issue a free trial ID and password for the Information Platform, of which MarkLines shall notify the Applicant at its email address registered at the time of application made in accordance with Article 3 hereof. Upon such notice, the Applicant shall become a qualified User of the Service hereunder and thereafter the Applicant may use the Service as specified hereunder. At the time that the Applicant first logs into the Information Platform using the relevant individual ID and password, the identification information will be stored in the User's personal computer and thereafter both the free trial ID for the Information Platform and the stored identification information will be checked at the same time whenever logging is conducted. Therefore, the Applicant will be able to access the Information Platform only through the computer used at the time of the initial log-in. In the case that a User has to replace the computer because of a change in workplace or for any other reason, the User shall so notify MarkLines in accordance with Article 6 Clause 3 hereof. When MarkLines accepts such request for replacement, MarkLines shall notify the User at the registered email address that the identification information has been deleted from the server. After such notice, the User will be able to use this Service by conducting the initial log-in procedure into the Information Platform through a new personal computer.

2. MarkLines may refuse Application for Use if the individual who wants to use the Information Platform falls under any one of the following cases:
  - (1) The person has already become a User of the Service
  - (2) The person was once disqualified by MarkLines in the past because of breach of some regulation applicable to the User concerning the services provided by MarkLines
  - (3) There is some false or erroneous statement or omission in the information provided for the Application for Use
  - (4) It is discovered that the Sender is involved with so-called antisocial forces, or has been previously
  - (5) When the Applicant downloads MarkLines data automatically through downloading software, internet bots, web crawlers, web spiders, or other related software or programs
  - (6) MarkLines deems it inadequate to make the person a User of this Service for some other reason

3. Even after MarkLines has accepted the Application for Use, if the User accepted by MarkLines has proved to fall under any one of the items mentioned in the preceding Clause, or if the User is in breach of any provision of this Agreement, MarkLines may cancel the acceptance of Application for Use and delete the free trial ID and password issued for access to the Information Platform by sending a notice to the User concerned.
4. The User shall, at its own responsibility and expense, procure all of the communication equipment and software required to use this Service. In addition, the User shall, at its own expense and responsibility, use the Service through its opted electric communication service system.

**Article 5 (Control of the free trial ID and password)**

1. The User shall use and control its free trial ID and password for the Information Platform at User's own responsibility.
2. The User shall neither allow any third party(ies) to use its free trial ID or password for access to the Information Platform nor lend, transfer or sell the individual ID or password, change the ownership thereof, or set mortgage thereon.
3. The User shall be responsible for any and all losses or damages resulting from inadequate control, misuse, or use by a third party, of the free trial ID and/or password for access to the Information Platform, and MarkLines shall bear no responsibility for any such losses or damages.
4. Whenever the User discovers that its free trial ID and /or password for access to the Information Platform has been stolen or used by a third party, the User shall immediately inform MarkLines accordingly and shall follow any instructions from MarkLines.
5. MarkLines shall bear no responsibility for any losses or damages incurred by the User when the ID of the User and/or the corresponding password has been used by a third party, regardless of whether there is or is not any willful negligence or default on the part of the User. Should the User forget the password established by itself, the User shall immediately inform MarkLines accordingly and shall follow the instructions of MarkLines.
6. Should the User have caused damages to be incurred by a third party because of or in relation to this Service, the User shall, at its own

responsibility and expense, solve the related problems, and shall not cause any trouble, loss or damage to MarkLines.

#### **Article 6 (Use and revision of registration information)**

1. MarkLines may use the information registered by the User at the time of Application for Use and the information known by MarkLines while the User uses the Service, including log-in data, for the purpose of operating the Service.
2. Without prejudice to the preceding Paragraph, MarkLines shall not disclose the information set forth in the preceding Paragraph to any third party except in the following cases:
  - (1) In the case that MarkLines discloses personal information collected by MarkLines as statistical data (in which no individual is identifiable) for the purpose of understanding the trends of use of this Service
  - (2) In the case that MarkLines is required by law or by a government agency to disclose relevant information
  - (3) In the case that the User discloses to a Supplier of Content such limited personal information as company name, department, personal name, address, telephone number and/or email address of the User, in sending email inquiry to the Supplier of Contents in the Service.
3. In the case that there occurs any change in the information registered at the time of Application for Use, the User shall promptly notify MarkLines accordingly in the designated manner.
4. The User herewith acknowledges in advance that, if the User fails to give MarkLines the notice as set forth in the preceding Paragraph, when a notice made by MarkLines is not delivered to the User, it shall be deemed that the notice has been served to the User at the reasonable time.

#### **Article 7 (Prohibitions)**

The User shall not conduct any of the following acts when using the Service:

- (1) Any act that infringes or is likely to infringe on the copyrights and/or any other rights owned by MarkLines, other users or any third party (including Suppliers of Contents; hereinafter the same), This includes, but is not limited to, transferring and posting any part of MarkLines' contents on any other databases or networks regardless of whether internet or intranet

- (2) Any act that infringes or is likely to infringe on the properties or privacy of MarkLines, other users, or any third party
- (3) Any act that causes or is likely to cause losses or damages to MarkLines, other users, or a third party
- (4) Any act that slanders or insults other users, any third party, or MarkLines
- (5) Any act against or likely to be against the public order or standards of decency or any act that provides other users with information that is against the public order, or standards of decency
- (6) Any criminal act, or any act that leads or is likely to lead to a criminal act
- (7) Any act that uses the free trial ID and /or password for access to the Information Platform in an illegal or inadequate manner
- (8) Any act that uses or provides a harmful program such as a computer virus through or in relation to this Service
- (9) Any act that downloads MarkLines data automatically through downloading software, internet bots, web crawlers, web spiders, or other related software or programs

#### **Article 8 (Cancellation of User qualification)**

1. If a User falls under any one of the following cases, MarkLines may, without prior notice to the User, immediately suspend and/or cancel the qualification as User of the relevant User.
  - (1) It is found that there is a false statement in the Application for Use
  - (2) The User has committed or been a party to any one of the acts mentioned in Article 7 hereof
  - (3) The User has hindered the operation of the Service in any way whatsoever
  - (4) It is discovered that the Sender is involved with so-called antisocial forces, or has been previously
  - (5) The User is in breach of this Agreement for some other reason
  - (6) MarkLines deems the User to be ineligible as a User of this Service for some other reason
2. MarkLines shall bear no responsibility for any losses or damage incurred by the User when the User becomes unable to use this Service when MarkLines has cancelled service as a result of any one or more of the actions mentioned in the preceding Clause hereof.

### **Article 9 (Damages)**

If the breach by the User against this Agreement and/or any pertinent laws has caused losses or damages to MarkLines and/or third parties including Suppliers of Contents, the User shall bear full responsibility for such losses and/or damages and shall fully indemnify MarkLines and any affected third parties including Suppliers of Contents for the losses and/or damages.

### **Article 10 (Forfeiture of qualification)**

In the case that the User wants to terminate the use of this Service, the User shall so notify MarkLines in the designated manner. At the time that MarkLines issues a notice of termination of use, the User shall lose the qualification as User provided in this Agreement; provided, however, that this Agreement shall remain applicable to the User in relation to this Service used by the User until such termination of qualification.

### **Article 11 (Service conditions, amendment, and suspension)**

1. MarkLines may monitor the use of the Service with respect to the operation of the Service and may limit accessibility to the Service at its sole discretion whenever MarkLines deems it necessary.
2. MarkLines may suspend temporarily or permanently the operation of the Service in any one of the following cases:
  - (1) In the case that MarkLines conducts periodic or urgent maintenance work on the system of this Service
  - (2) In the case that MarkLines has become unable to provide this Service in a usual manner due to war, riot, civil war, labor dispute, earthquake, eruption, flood, tsunami, fire, power failure or other emergencies, or force majeure
  - (3) In the case that MarkLines deems it necessary to temporarily suspend the operation of this Service for any other reason
3. In the case that MarkLines decides to suspend temporarily or permanently the operation of this Service pursuant to the provision of the preceding Paragraph hereof, MarkLines shall so notify the User in advance, except in emergencies in which notification is not possible.

4. MarkLines shall in no way bear any responsibility for any damages incurred by the User and/or any third party due to the limitation of accessibility to the Service or any temporary or permanent suspension of the Service.

### **Article 12 (Rights)**

1. The rights for all the programs, software, services, procedures, trademarks and trade names that constitute this Service, the rights for the services provided by Providers of Content and the rights for the technology related to or associated with such services shall belong to either MarkLines or the Provider of Content. The User shall never act to infringe on these rights by any means.
2. The User may not use any information or file provided through the Service in any way whatsoever or for any purposes other than the private use by the individual User as set forth in the Copyright Law of Japan; provided, however, that this is not applicable in the case that the User has obtained a prior consent from the person who owns or holds the relevant rights.
3. In no way shall the User allow any third party to use or to make public any information or files provided through the Service; provided, however, that this provision is not applicable in the case that the User has obtained a prior consent from the person who owns or holds the relevant rights.
4. Should any dispute arise due to any breach by the User of a provision hereof, the User shall, at its own cost and responsibility, solve the dispute, and the User shall indemnify MarkLines and keep it from being held liable of any relevant responsibility and/or damages.

### **Article 13 (Indemnification)**

Unless otherwise provided separately, MarkLines shall bear no responsibility for any losses or damages incurred by the User and/or any third party(ies) due to any delay, change, temporary or permanent suspension, discontinuation and/or termination of this Service, leakage or loss of information registered or provided in this Service or otherwise in relation to this Service.

### **Article 14 (Overall)**



1. Should any dispute arise between the User and MarkLines in connection with this Service, the parties hereto shall consult with each other with sincerity and in good faith.
2. Should the parties hereto be not able to solve the dispute through mutual consultation pursuant to the preceding Clause hereof, the exclusive jurisdiction over the matter shall be with the Tokyo District Court of Japan.

[Amended 05/09/2016]