

## **Agreement for Group Use of the Information Platform**

### **Article 1 (Main points of this Agreement)**

MarkLines Co., Ltd., whose head office is located at 4-14, Akasaka 8-chome, Minato-ku, Tokyo, Japan (hereinafter referred to as "MarkLines") has been operating the website "MarkLines Information Platform" (URL: [www.MarkLines.com](http://www.MarkLines.com)) (hereinafter referred to as the "Information Platform"). This Agreement specifies the rights and obligations that are applicable when any group, company or any other entity (hereinafter referred to as "the User") has its members who belong to the User (hereinafter referred to as "Members") use those services (hereinafter referred to as "the Service") provided by MarkLines in the Information Platform in accordance with Article 3 of this Agreement based on a corporate contract approval ID and password.

Note that Members shall be limited to persons who work within the organization of the User that is stated in the company name column on the application form for the Service and any employee of its foreign branch or representative office, or its affiliated or subsidiary company shall not be considered as a Member. In order for any such employee to make use of the Service, a separate application must be completed by the foreign branch or representative office, or the affiliated or subsidiary company.

Furthermore, employees who are transferred from User companies to other companies, including group companies, subsidiaries, overseas branches or representative offices, come under the jurisdiction of these other companies and as such are no longer eligible to avail themselves of the Service provided to the original User company that transferred these employees. In order for these employees to avail themselves of the Service, the other companies to which these employees were transferred will need to become Users. However, employees transferred must have the status of regular, full-time employees at the other companies, since persons transferred to work temporarily on assignment or work in the capacity of guest engineers, for example, are ineligible to use the Service.

### **Article 2 (Agreement on individual ID use of the Information Platform)**

User shall abide by all of the provisions of this Agreement as well as the "Agreement on Individual ID Use of the Information Platform" and the "Agreement on Use of the Information Platform," provided separately (these Agreements and this present Agreement are hereinafter collectively referred to as the "Relevant Agreements"). If there is any difference between the Relevant Agreements, the provisions of this Agreement shall take precedence.

### **Article 3 (Services provided)**

1. Members may obtain IDs and passwords for the Information Platform and use the Service, by applying for the use of the Information Platform as provided in Article 3 of the "Regulation on Individual ID Use of the Information Platform" by using the registered user ID and password of the Information Platform.
2. MarkLines may change any Service set forth in the Preceding Paragraph hereof to this Service and/or delete any menu from this Service by making a notice to Members; provided, however, that MarkLines shall give such notice to Members in accordance with Article 2 of "Agreement on individual ID Use of the Information Platform."

### **Article 4 (Application for use)**

Any company that desires to apply for the purpose of obtaining a registered user ID and password (hereinafter referred to as "the Applicant") shall fill in the necessary information in the application form for the Service in order to apply for the registered user ID and password (hereinafter referred to as "the Application for Use").

Note that use of this Service shall be limited to the Applicant that is stated in the company name column on the application form. In order for the Applicant's any affiliated companies, subsidiary companies, foreign branches, or foreign representative offices to make use of the Service, they each must complete a separate Application for Use.

### **Article 5 (Approval of Application for Use)**

1. After Applicant completes and submits the Application for Use set forth in Article 4 hereof, MarkLines will investigate it. However, Applicant is

- requested to understand in advance that MarkLines may, when necessary, ask Applicant to present a certified copy of Applicant's seal impression, a certified copy of commercial registration as well as any other documents designated by MarkLines as being necessary.
2. When MarkLines has decided to accept such Application for Use, MarkLines will issue to the Applicant its registered user ID and password. MarkLines shall send the registered user ID and password to the User by postal mail arranged through the consigned company. It is deemed that the registration of Applicant has been completed upon issue of the corporate contract approval ID and password.
  3. At the time of such completion of registration as provided in the preceding Clause, the Sender and MarkLines are deemed to have entered into agreement on the provision of this Service based on the provisions hereunder.
  4. MarkLines may refuse Application for Use if Applicant falls under any one of the following cases:
    - (1) Applicant is found to have had their qualifications to be a user discontinued or cancelled in the past, or is being disqualified by MarkLines
    - (2) Applicant provided MarkLines with false information at the time of application
    - (3) It is discovered that the Sender is involved with so-called antisocial forces, or has been previously
    - (4) When the Applicant downloads MarkLines data automatically through downloading software, internet bots, web crawlers, web spiders, or other related software or programs
    - (5) MarkLines deems the Applicant as ineligible to be a user of this Service or for some other reason considers it improper to accept the Applicant as a user
  5. The period of the contract for the Service under the Agreement entered between MarkLines and the User shall be for the service provision period stated on the Application for Use. Unless the User notifies MarkLines in writing at least three months prior to the termination of the contract of the User's intent to terminate the contract or change the terms and conditions, the contract will automatically be renewed and extended for another period under the same terms and conditions, and likewise will continue to be renewed automatically thereafter.

The contract cannot at any time be terminated during the service period. Moreover, the system usage fee will not be refunded in whole or in part for any reasons whatsoever or under any circumstances.

6. Even after accepting the Application for Use, should the Sender accepted by MarkLines fail to abide by any provision of the Relevant Agreements, MarkLines may cancel the acceptance of the Application for Use by sending a notice to the User and revoking the registered user ID and password issued by sending a notice to the Sender.
7. The User shall, at its own cost and responsibility, procure such communication equipment and software as required to use this Service. And the User shall, at its own cost and responsibility, use this Service through its opted electric communication service system.

#### **Article 6 (System usage fee)**

The Sender shall pay to MarkLines the system usage fee that the Sender incurs in respect the use of the MarkLines system, the amount that is specified in the application, in the payment method designated by MarkLines in the application form, etc. A bank transfer charge and/or any other extra charges associated with this payment shall be borne by the Sender.

#### **Article 7 (Control of the registered user Password)**

1. The User shall use and control its registered user ID and password at User's own responsibility.
2. The User shall neither allow any third party(ies) (excluding its Member(s), hereinafter the same) to use the registered user ID or password nor shall User lend, transfer or sell the ID or password to any third part(ies), change the ownership or set mortgage on them.
3. The User shall be held responsible for any and all of the losses and/or damages resulting from inadequate control, misuse of the registered user ID and /or password or from the use thereof by any third party(ies), and MarkLines shall bear no responsibility for such losses or damages.
4. In the case that the User finds that its registered user ID and /or password has been stolen or used by any third party(ies), the User shall immediately inform MarkLines accordingly and shall follow the instructions given by MarkLines if any.

5. MarkLines shall bear no responsibility for any losses or damages incurred by the User when the registered user ID and/or the corresponding password of User has been used by any third party(ies), whether there is any willful negligence or default on the part of the User. Should the User forget its password established by the User itself, the User shall immediately inform MarkLines accordingly and follow the instructions given by MarkLines.
6. In the event that the User has caused damages to any third party(ies) because of or in relation to this Service, User shall, at its own responsibility and expense, solve the related problems and shall not cause any trouble, loss or damage to MarkLines.

### **Article 8 (Responsibility for use by Members)**

The User shall be responsible for having its Members abide by the Relevant Agreements, laws, and etc. If a Member has caused any damages to MarkLines, a Provider of Content and/or any other third party due to any violations by the Member of the Relevant Agreements, laws, and etc., the User shall bear full responsibility for compensating these damages and shall relieve MarkLines, the Provider of Content, and any other third party from any and all responsibility for such damages.

### **Article 9 (Changes in registration details)**

In the case that there arises a change in any information registered in the Application for Use, the User shall promptly inform MarkLines of it by utilizing the form designated by MarkLines. The User is requested to understand in advance that MarkLines may ask the User to present necessary documents in order to confirm the information that has changed.

### **Article 10 (Cancellation of user qualification)**

MarkLines may cancel the qualification of the User without any prior notice immediately or in the future if the User should fall under any of the following cases. Even in the event that MarkLines cancels the qualification of a User, MarkLines is not required to refund to the User any system usage fee already

paid by the User and, this notwithstanding, the User is required to pay the system usage fee to MarkLines pursuant to the provisions of this Regulation:

1. User provided MarkLines with false information at the time of application
2. User is found to have had their User qualifications discontinued or cancelled in the past, or is being disqualified by MarkLines
3. Insolvency, suspension of payment, or receipt of or petition for proceedings of bankruptcy, special liquidation, dissolution, or corporate rehabilitation
4. User has dishonored a draft even once that resulted in the suspension of trading at a clearing house
5. User has caused damages to be incurred by MarkLines and/or a third party(ies) due to violation of the Relevant Agreements, or willful negligence or omission
6. It is discovered that the User is involved with so-called antisocial forces, or has been previously
7. MarkLines deems the User to be ineligible to use the service

#### **Article 11 (Transfer of status)**

1. Without the prior written consent of MarkLines, User shall not transfer, assign to any third party, set mortgage on or otherwise dispose of any status as the User in the Agreement hereunder, any obligations or rights of the User specified hereunder.
2. In the case that MarkLines transfers the business of providing this Service to any other company or assignee, MarkLines may transfer to that company or assignee the status of MarkLines outlined in the Agreement hereunder, the rights or obligations of MarkLines hereunder, the Registration Items of User and/or any other related customer information. In this Paragraph hereof User agrees in advance upon such transfer of the status provided in this Regulation hereunder, the rights or obligations hereunder, the Registration Items of User and/or any other related customer information.

#### **Article 12 (Amendment)**

MarkLines shall inform Users of any amendments of the Agreement in accordance with Article 2 of "Regulation on Individual ID Use of the Information Platform."

**Article 13 (Governing law and jurisdiction)**

This Regulation shall be governed by Japanese laws. Any dispute arising out of or in relation to this Regulation shall be settled by the Tokyo District Court of Japan as the exclusive court having jurisdiction.

**Article 14 (Resolution)**

Any matter not provided herein, any objection or difference in the interpretation hereof shall be consulted and settled by the parties hereto under the principles of sincerity and good faith and in a prompt manner.

[Established 05/01/2001]  
[Amended 08/01/2001]  
[Amended 02/15/2003]  
[Amended 06/30/2003]  
[Amended 06/01/2004]  
[Amended 09/01/2004]  
[Amended 09/14/2004]  
[Amended 10/19/2005]  
[Amended 09/11/2008]  
[Amended 03/02/2009]  
[Amended 04/10/2009]  
[Amended 11/16/2009]  
[Amended 01/27/2011]  
[Amended 02/12/2014]  
[Amended 06/04/2014]  
[Amended 05/09/2016]

## **Agreement on the Use of the Information Platform**

This agreement shall apply to the entire relationship between the User and MarkLines Co., Ltd. (hereinafter referred to as "MarkLines") in relation to the User's use of the Information Platform operated by MarkLines.

### **Article 1 (Definitions)**

1. "The Service" means those services provided on the MarkLines website under the name of the Information Platform for the purpose of dispatching information through the Internet.
2. "The User" means any person, company, or other entity that intends to use the Service by consenting to this Agreement, after having been registered in the individual ID service of Information Platform provided by MarkLines by acknowledging the "Regulation on Individual ID Use of the Information Platform," and that has been approved by MarkLines to use the Service.
3. All of the rights, including the intellectual property rights to film and graphic images and software related to the Service, shall belong to MarkLines and the respective information providers.

### **Article 2 (the User)**

1. The User shall use the Service in strict accordance with this Agreement and the "Agreement on individual ID use of the Information Platform."
2. If the Service has a service for which a specific operational regulation has been set forth, the User shall conform to that operational regulation in using such service.
3. When using the Service, the User shall not cause any trouble or damage to any third party or commit any acts that might hinder the operation of this Service, or be deemed as being against public order and/or standards of decency.

### **Article 3 (Amendment)**

MarkLines shall inform Users of any additions to or amendments of any provisions in relation to separate operational regulations referred to in Clause 2 of the



preceding Article in accordance with Article 2 of "Regulation on Individual ID Use of the Information Platform."

#### **Article 4 (Obligations of the User)**

1. The User shall not use this Service for any illegal or inappropriate purposes.
2. User shall not provide any third party(ies) with any information or any copies thereof obtained through this Service.
3. Should the User have caused any losses or damages to MarkLines and/or any third party(ies) in relation to this Service, the User shall compensate MarkLines and/or the third party(ies) for any and all such losses or damages.

#### **Article 5 (Qualification)**

MarkLines may suspend the qualification for accessing this Service temporarily or revoke it entirely should the User fall under any one of the following. Furthermore, if any damages are inflicted on MarkLines and/or a third party due to any one of the following matters, the User shall bear the full responsibility for compensation of such damages:

1. There is any false statement in the Registration Items,
2. The User uses the individual ID and/or password of the Information Platform in an illegal or inadequate manner or the User allows any third party(ies) to do so,
3. The User has somehow hindered the operation of this Service
4. It is discovered that the User is involved with so-called antisocial forces, or has been previously
5. Other violations of the Agreement or operational regulations take place

#### **Article 6 (Non-indemnification)**

1. MarkLines does not represent any assurance concerning completeness, sureness or effectiveness of the Service system or the quality of services provided.
2. MarkLines is in no way responsible for any losses or damages incurred directly or indirectly by the User or any third party in relation to the use of

this Service, regardless of the features and conditions of these losses or damages.

3. There exists a link(s) through which information is transmitted from the MarkLines website to other websites and a link(s) through which information is transmitted from a third party to the MarkLines website. Under no circumstances, shall MarkLines bear any responsibility for information obtained through any such links.

### **Article 7 (Maintenance)**

MarkLines may, without prior notice to Users, interrupt the operation of this Service in order to maintain favorable operating conditions of this Service.

### **Article 8 (Others)**

1. The exclusive jurisdiction for any dispute arising in relation to this Service shall be with the Tokyo District Court of Japan.
2. Any matter not provided for in this Regulation, any objection or difference in the interpretation of this Regulation shall be resolved by the parties hereto through mutual consultation under the principles of sincerity and good faith.
3. In order to improve the quality of this Service, MarkLines may alter any program, means of communication and/or contents of information related to the provision of this Service.

[Established 05/01/2001]

[Amended 08/01/2001]

[Amended 09/01/2004]

[Amended 09/11/2008]

[Amended 06/04/2014]

[Amended 05/09/2016]

### **Agreement on Individual ID Use of the Information Platform**

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

operating the website "MarkLines Information Platform" ([URL:www.MarkLines.com](http://www.MarkLines.com)) (hereinafter referred to as "the Information Platform"). This regulation 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 in the Information Platform based on the personal ID and password. When an individual customer completes the procedures for registration and clicks the space designated "AGREE," 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 the 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 space designated "AGREE" in the image of this Agreement on the Information Platform 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 e-mail 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 e-mail, such notice is deemed to have been served to the User at the time that the e-mail with the notice is dispatched to the e-mail 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 on 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 notice.

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

1. Any individual who wishes to use the Information Platform shall apply to use the service (hereinafter "the Application for Use") by following the designated procedures to input the registered user ID and password that has been provided to them by the organization that they belong to according to the "Agreement for Group Use of the Information Platform."
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
  - (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 Application for Use 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, and issue an individual ID and password for the Information Platform, of which MarkLines shall notify the Applicant at its e-mail 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 this Service hereunder and thereafter the Applicant may use this 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 individual 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 Paragraph 3 hereof. When MarkLines accepts such request for replacement, MarkLines shall notify the User at the registered e-mail address. 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 User 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 because of some other reason
3. Even after MarkLines has accepted the Application for Use, if the User accepted by MarkLines is found 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 Regulation, MarkLines may cancel the acceptance of the Application for Use and delete the individual ID and password for access to the Information Platform that were issued 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 this Service through its opted electric communication service system.

#### **Article 5 (Control of individual ID and password)**

1. The User shall use and control its individual ID and password for the Information Platform under the User's own responsibility.
2. The User shall neither allow any third party(ies) to use its individual 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 individual 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 individual 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 given by 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 themselves, 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 Clause, MarkLines shall not disclose the information set forth in the preceding Clause 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 the 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 Contents such limited personal information as company name, department, personal name, address, telephone number, and/or e-mail address of the User, in sending e-mail 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 Clause, 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 this 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 parties (including Suppliers of Contents; hereinafter the same). This includes, but is not limited to, transferring and posting any part of MarkLines' content 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, other than those outlined in Clauses (1) and (2)
- (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 individual 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. MarkLines may cancel the qualification of the User without any prior notice immediately or in the future if the User should fall under any of the following cases.
  - (1) User provided MarkLines with false information at the time of application
  - (2) User performs any of the prohibited activities under Article 7
  - (3) User obstructed the operation of the information use service, regardless of the means
  - (4) It is discovered that the User is involved with so-called antisocial forces, or has been previously
  - (5) User violated the Agreement in other ways
  - (6) MarkLines deems the User to be ineligible to use the service
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 Regulation 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 this Service with respect to the operation of this Service and may limit accessibility to this Service at its sole discretion whenever MarkLines deems it necessary.
2. MarkLines may suspend temporarily or permanently the operation of this Service in any one of the following cases:
  - (1) In the case that MarkLines conducts periodic or urgent maintenance work on the Service's system
  - (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 Clause hereof, MarkLines shall so notify the User in advance, except in an emergency case 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 this Service or any temporary or permanent suspension of this 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 Contents and the rights for the technology related to or associated with such services shall belong to either MarkLines or the Provider of Contents. 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 this 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 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 this 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 Paragraph hereof, the exclusive jurisdiction over the matter shall be with the Tokyo District Court of Japan.

[Established 05/01/2001]

[Amended 08/01/2001]

[Amended 03/18/2004]

[Amended 09/01/2004]

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[Amended 03/02/2009]

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