

Advertisement & Promotion *LINES* Promotional Email Service User Policy

Article 1 (Application)

1. The purpose of this agreement (hereinafter referred to as the "Agreement") is to specify the contractual relationship of rights and obligations between the User (hereinafter referred to as "the Sender") and MarkLines Co., Ltd. (hereinafter referred to as "MarkLines") in connection with the use by Sender of those services referred to in Article 2 Clause 1 of this Agreement (hereinafter referred to as "the Service") provided by MarkLines in the Advertisement & Promotion *LINES* Promotional Email Service. This Agreement shall apply to all relations between Sender and MarkLines in connection with the use of the Service.
2. The rules and/or regulations provided from time to time by MarkLines on the MarkLines websites (as defined in Article 2 Clause 2 herein) in relation to the Service shall constitute part of this Agreement.

Article 2 (Definitions)

1. For the purpose of this Agreement, "this Service" is defined as meaning those services that are to be provided in the MarkLines websites under the name of the Advertisement & Promotion *LINES* Promotional Email Service, and that is the provision of opportunities to those companies that want to provide information related to their particular products and technologies to any individuals and/or companies who want to access and/or obtain such information; provided, however, that when there is a change in any of these services due to any reason whatsoever, this Service shall include any service that is to be provided after such a change.
2. For the purposes of this Agreement, "the MarkLines website" is defined as meaning the website managed by MarkLines under the domain of "https://lines.marklines.en.com" (when there is a change in the website due to any reason whatsoever, the MarkLines website shall include any website adopted after such a change).
3. For the purposes of this Agreement, "Information Viewer" is defined as meaning any person or company who uses this Service in order to see and/or obtain information related to particular products and technologies.

4. For the purposes of this Agreement, "Intellectual Property" is defined as meaning copyrights, rights to patents, utility models, trademarks, designs and any other intellectual properties, including the rights to apply for the registration of any of these intellectual property rights.

Article 3 (Application for use)

Any company that desires to apply for the Service (hereinafter referred to as "Applicant") shall fill in the necessary information in the application form for the Service in order to apply for a *LINES*-use ID (hereinafter referred to as "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 4 (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 *LINES*-use ID and password. MarkLines shall send the *LINES*-use ID and password to the Sender by electronic mail.
It is deemed that the registration of Applicant has been completed upon issue of the corporate contract approval ID and password.
3. 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

4. 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 *LINES*-use ID and password issued by sending a notice to the Sender.
5. The Sender shall, at its own cost and responsibility, procure such communication equipment and software as required to use this Service. And the Sender shall, at its own cost and responsibility, use this Service through its opted electric communication service system.

Article 5 (System usage fee)

1. 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.
2. For any reason whatsoever including the fact that the Sender has not been able to obtain any access or response from Information Viewers to information related to particular products and technologies provided by the Sender, MarkLines will not refund any of the system usage fee already paid by the Sender, and the Sender shall not be relieved from the responsibility of paying its system rental fee.

Article 6 (Use of this Service)

1. Unless the Sender fails to follow any of the provisions hereof, Sender may use this Service in accordance with the method designated by MarkLines for the limited purposes provided hereunder within the period registered effectively.

2. In using the Service, the Sender shall not perform any of the acts specified in the following.
 - (1) Acts that infringe on the intellectual property rights, right of likeness, privacy rights, reputation, and any other rights or benefits, of other users of the Service or third party(ies)
 - (2) Transmitting any information of which the reproduction or copying, alteration, transmission, or any other related acts by MarkLines for the Service should infringe on the intellectual property rights, right of likeness, privacy rights, reputation, and any other rights or benefits, of other users of the Service or a third party(ies)
 - (3) Criminal acts
 - (4) Acts that infringe on laws or ordinances, or internal rules of industry groups
 - (5) Acts contrary to public order and morality
 - (6) Acts likely to cause visitors to misunderstand or misjudge the information
 - (7) Transmission to the MarkLines website of any harmful computer programs such as e-mail infected with computer viruses
 - (8) Falsification of available information concerning this Service
 - (9) Use of any system, software, or algorithm that automatically responds to inquiries from site visitors (however, this does not apply when the MarkLines gives its approval in advance)
 - (10) Any other acts deemed as being inappropriate by MarkLines
3. If MarkLines deems that the transmission of information about this Service from the Sender falls or is likely to fall under any of the items in the preceding clauses, MarkLines reserves the right to delete all or part of the information without prior notice to the Sender.
4. When the Sender receives any inquiry regarding this Service from a site visitor, the Sender shall promptly contact the visitor and respond in good faith.

Article 7 (Control of *LINES*-use ID and Password)

1. The Sender shall control and safeguard its *LINES*-use ID and password under its own responsibility, and shall not allow any use by third party or parties, lend, transfer, or sell the *LINES*-use ID and password to any third party or change the name of ownership thereof.

2. The Sender is responsible for any losses or damages resulting from the inadequate control of the *LINES*-use ID and password, the misuse thereof, or the use thereof by a third party, and MarkLines shall not be held responsible for any of such losses or damages.
3. The Sender shall immediately notify MarkLines and follow the instructions of MarkLines when the Sender has found that the Sender's *LINES*-use ID and password has been stolen or used by any third party.

Article 8 (Suspension or discontinuation of the Service)

1. MarkLines reserves the right to suspend or discontinue the provision of all or part of the Service without prior notice to the User in the event of the following:
 - (1) When inspection or maintenance of computer systems related to the Service need to be carried out on a periodic or urgent basis
 - (2) When any computers, communication circuit, or other components related to this Service stop functioning due to some accident
 - (3) When the Service has become inoperable due to fire, power failure, Acts of God or any other events beyond the reasonable control of MarkLines
 - (4) When there occurs any other event in which MarkLines deems it necessary to suspend or discontinue the Service
2. MarkLines shall not bear any responsibility for losses or damages incurred by the Sender when MarkLines has taken some action in accordance with the preceding clause.

Article 9 (Rights)

The ownership and intellectual property rights related to the data or information produced by the Sender and transmitted by the Sender to the MarkLines website in order to be used in this Service shall belong to the Sender.

Article 10 (Compensation)

1. MarkLines shall not be required to become involved in any actual negotiation, transactions, payment, and etc., and shall be relieved from any responsibility for compensating the Sender for any losses, damages,

or costs incurred by the User in connection with the Service, or any losses, damages or costs incurred by the Sender in connection with the suspension, discontinuation, inability to use, or changes in the provision of the Service, deletion of the Sender's information, cancellation of the Sender's registration, and etc. pursuant to this Agreement. The losses, damages, or costs mentioned herein shall mean not only direct or usual losses, damages, or costs, but also the loss of profits, business opportunities or data, suspension of business or any other losses, damages, or costs incurred by User indirectly, specially, derivatively, or incidentally.

2. Even in the case that MarkLines should decide to pay losses or damages to the Sender for some reason, the amount of the payment made by MarkLines to the Sender shall not exceed the total amount of system usage fees actually received by MarkLines from the Sender for the past one year counted retroactively from when the event attributable to such losses or damages occurred.

Article 11 (Settlement of disputes and payment of damages)

1. The Sender shall pay to MarkLines those damages that have been incurred by MarkLines due to non-performance by the Sender of any of the provisions of this Agreement or in relation to this Service.
2. If any claim is received by the Sender from any third party(ies) in connection with this Service or if any dispute arises between the Sender and any of those persons or entities, the Sender shall immediately so notify MarkLines, solve such claim or dispute at the expense and responsibility of the Sender and shall report the results to MarkLines.
3. In the case that MarkLines should receives any request from any third party(ies) for compensation of damages in relation to the use of this Service by the Sender because of possible infringement on the third party's intellectual property rights or any other reason whatsoever, the Sender shall compensate MarkLines for the entire amount of such damages that MarkLines has been obliged to pay to the relevant third party.

Article 12 (Confidentiality)

1. Under this Agreement, "confidential information" is defined as information provided or disclosed to either party by the other party in writing, verbally, by magnetic media, and etc., or information related to the other party's technology, business, procedures, finance, organization, and/or any other information that can be acquired in connection with the Service, that has been indicated to be confidential by the other party in writing.–
2. Both MarkLines and the Sender shall use Confidential Information only for the purposes of this Service. Neither MarkLines nor the Sender shall provide, disclose or leak any Confidential Information of the other party hereto to any third party(ies) without the prior written consent of the other party hereto.
3. Notwithstanding the provision of Clause 2 of this Article, MarkLines and the User may disclose Confidential Information in accordance with a compulsive order, demand and/or request based on relevant law, and/or given by a court or a governmental agency: provided, however, that the party hereto shall promptly notify the other party hereto after receiving such order, demand or request.

Article 13 (Amendment of this Agreement, etc.)

1. Whenever MarkLines deems it necessary, MarkLines may amend any or all of the provisions of this Agreement (this Agreement shall include the rules and regulations related to this service shown on the MarkLines website; hereinafter the same), and/or any content of this Service.
2. Whenever MarkLines has amended any provision of this Agreement and/or content of the Service, MarkLines shall so notify the Sender specifically. MarkLines shall give such notice by electronic mail, posting an announcement on the top of the Advertisement & Promotion LINES page, or any other method it deems appropriate.

Article 14 (Severability)

If all or part of any provision of this Agreement is subsequently held invalid or unenforceable by any court or authority agent, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other provisions hereof

or any other part of the provision part that has been held invalid or unenforceable.

Article 15 (Survival)

All of the provisions of Article 9, Article 10, Article 12, Article 18, and this Article shall continue to remain in effect when and after the Service provision period has been terminated.

Article 16 (Governing law and jurisdiction)

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

Article 17 (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.

[Amended 05/09/2016]