

LiveOn Web Conference System Service Terms of Use

Japan Media Systems Corporation (“JMS”) makes the LiveOn Web Conference System service (the “Service”) available to users in accordance with these Service Terms of Use (these “Terms of Use”). In these Terms of Use, “User” means a corporation or individual that has applied to use the Service and has received an ID from JMS and persons who use the Service or install the Software upon invitation from such a corporation or individual.

The “Agreement” means a Service use agreement pursuant to these Terms of Service.

By logging in to the Service and installing or using the software necessary for use of certain portion of the functions of the Service, Users shall be deemed to have accepted these Terms of Use.

1. Details of the Service

The details of the Service are set forth in the LiveOn official website (<https://www.liveon.ne.jp/>).

2. Upgrades of the Service

JMS shall provide the most recent version of the Service to Users at all times without additional charge.

3. Modification of the Service

When JMS deems it necessary, JMS may at any time and without the provision of notice to Users modify the details the Service.

JMS shall not be liable to Users as a result of the modifications specified above.

4. Change of URL

JMS may change the URL or content of the Service without prior notice.

JMS shall not be liable to Users as a result of the changes specified above.

5. Use of the Service

5-1. Users may use the Service by accessing the Internet via a PC or other compatible terminal.

Compatible terminals mean terminals verified by JMS in order to confirm operation.

JMS may change compatible terminals without prior notice. Users must obtain necessary PCs and other terminals, hardware, software, communications means, and so on and must properly install, set, and operate such hardware and software under their own responsibility and at their own expense.

When Users use the Service, JMS shall not bear any responsibility concerning interference with the Service or other problems caused by PCs and other terminals, peripheral devices, programs installed on PCs and other terminals, or communications lines or effects from such hardware or software.

5-2. Users shall use the Service under their own responsibility.

All items acquired by downloading and other similar means through the use of the Service shall be acquired and downloading be performed under User’s responsibility. User shall be liable for

all damages caused by such conduct. Even if a User receives advice or other information from JMS or its agents directly or through the Service, JMS and its agents make no warranties in excess of the content set forth in these Terms of Use.

Such advice etc. is provided based on limited information, and no warranties are made concerning the truth, suitability, or accuracy of the content of such advice etc.

5-3. Users acknowledge that the Service operates on various networks through a process of transmission and receipt of data. Accordingly, Users shall use the Service with the understanding that there is a possibility that connections and the data, signals, and so on necessary for passing through connecting networks, devices or equipment may change depending on such networks, devices or equipment.

6. User Registration

Prior registration is necessary to use the Service. User registration is performed on the new registration screen after acquiring a license key.

Please comply with the following conditions when using the Service. To register, Users must input true and accurate information concerning themselves on the registration form and register all requested items. Users must update the registration data as necessary to keep it true and accurate at all times. If the above conditions are violated or JMS determines that true and accurate data was not provided, JMS may cancel the User's ID and terminate use of the Service.

7. ID and Password Management

Users shall register and manage their ID and password under their own responsibility. Actions undertaken using an ID and password shall be considered the responsibility of the User who possesses that ID and password. JMS shall not pay any compensation whatsoever for damage arising from password data breach, unauthorized use, and the like.

8. Valid Term of the Service

8-1. The valid term of the Service shall begin on the day that the User receives the Service license key (the "Delivery Date") and shall end on the day of expiration of the effective term of the Agreement specified according to the Service plan.

8-2. At the time of application, Users may select any one of the following: ① a monthly contract, ② a multi-month contract for a period set in units of calendar months agreed upon separately with JMS (including an annual contract), or ③ a spot contract for a term agreed upon separately with JMS (the term specified in ①, ②, and ③ is referred to as the "Term"). The last day of the Term shall be, in the case of a monthly contract, the final day of the month after the month in which the Delivery Date falls (the "Initial Month of Use"), in the case of a multi-month contract, the last day of the month in which the Term expires calculated from the month after the Initial Month of Use, and in the case of a spot contract, the final day of the Term.

8-3. If JMS or its agents do not receive written notice of cancellation from a User at least two months prior to the expiration date of the Term, the Term shall automatically be renewed for a period of one month in the case of a monthly contract and for a period equal to the Term prior to the renewal in the case of a multi-month contract, with subsequent renewals to take effect in the same manner.

9. Service Use Fees

In order to use the Service , Use fees shall be collected by JMS or its agents .

The initial use fees shall be charged in the month after the Initial Month of Use, and thereafter, use fees shall be charged at the time of each contract renewal.

Use fees paid by a User for the purpose of using the Services shall not be refunded except in cases expressly specified in these Terms of Use.

10. Ownership of Content, Data, etc.

10-1. Except for data transmitted by Users, property rights relating to content, individual items of information (data), and bodies of information (data) shall belong to JMS and JMS business partners that provide the content etc. to JMS.

10-2. The Service and all software used in relation to the Service (“Software”) includes property rights and business confidences protected by laws and regulations concerning intellectual property rights. The Software and content provided with the Service are protected by Copyright Act, Trademark Act, Design Act, and other laws and regulations.

10-3. Except when prior written approval is obtained from JMS, Users agree not to copy, delete, publicly disclose, transmit, distribute, assign, lend, translate, adapt, otherwise license the use of, reproduce, or reuse, in part or in whole, the Service, Software, and content included in such Service and Software.

In the event of breach of this article by a User, JMS shall have the right to enjoin use of the content, individual items of information (data), bodies of information (data), and Software and the copying, public disclosure, transmission, distribution, assignment, lending, translation, adaptation, use licensing, reproduction, or reuse and to demand an amount equivalent to the profit gained by the User from that conduct. In this case, JMS may deem an amount equal to 100 times the purchase fee of the Service product as the amount equivalent to the profit, and the relevant User may not make any objections.

11. Scope of Use by Registered Users

Users have the right to personal and exclusive use of the Software content provided by JMS to execute the Software on one computer or other compatible terminal at one time; provided, however, that reproduction, revision, modification, secondary use, reverse engineering, reverse assembly, other methods of decoding the source code, assignment, and sublicensing of the Software by Users is prohibited. If a User engages in the above improper conduct, JMS may demand termination of that conduct and may demand compensation equal to the amount equivalent to the profit in the same manner as set forth above.

12. Prohibited Conduct by Registered Users

Users are prohibited from engaging in the following conduct (improper use).

○ Conduct that is in violation of laws and regulations. ○ Conduct that infringes the rights of others. ○ Conduct that causes economic or psychological harm to others. ○ Threatening conduct. ○ Conduct that harms the reputation of others. ○ Conduct that infringes the privacy of others. ○ Harassing conduct and conduct that slanders others. ○ Conduct that is obscene or indecent. ○ Conduct that is vulgar. ○ Conduct that is similar to abusive language. ○ Conduct that is hateful. ○ Conduct that leads to ethnic or racial discrimination. ○ Posting, disclosing, providing, or transmitting to others through services that are problematic from an ethical perspective. ○ Conduct that causes harm to minors. ○ Conduct performed in the name of another person. ○ Uploading, displaying, or transmitting (issuing) by e-mail or other means content that includes computer viruses, computer code, files, or programs designed to harm, destroy, or restrict the functions of the Software or hardware of computers and other compatible terminals or the servers, communications lines, or communications equipment used for operation of the Service. ○ Conduct that interferes with the on-screen dialog of participants or has an adverse impact on the connection, display, operation, or input of other Users, regardless of the method. ○ Conduct that interferes with or disrupts the Service or the servers and networks connected to the Service. ○ Conduct not in compliance with the terms of use, operating procedures, rules, and regulations of the networks connected to the Service. ○ Conduct in violation of laws and regulations, whether intentional or negligent. ○ Stalking and other conduct that harasses third parties, regardless of the method. ○ Improper collection and storage of the personal information of other Users. ○ Other conduct determined by JMS to be inappropriate.

13. Cautionary Remarks concerning International Use

When using the Internet, Users must consider what types of online conduct and what types of content are permissible and must comply with the laws and regulations of the country and region of use. In particular, when transmitting (sending) technical information from the User's country of residence to another country, particular care is needed that laws and regulations are complied with.

14. Responsibility for Problems

Users shall at their own expense and under their own responsibility resolve problems with other Users and with third parties that arise from data transmitted and received when using the Service. Further, if JMS or its agents incur expenses or damages in relation to such problems, the User shall comply with demands for indemnification and compensation of those expenses (including attorney's fees paid by JMS and its agents)

15. Prohibition of Resale or Diversion of the Service

Except when permitted by a formal agreement with JMS or its business partner, Users are prohibited from using the Service for commercial purposes or reselling or diverting the Service to third parties whether through use, reproduction, duplication, copying, sale, or resale.

16. Deletion of Data

- 16-1. JMS does not engage in prior censoring of data that is transmitted or received using the Service, but if JMS determines that it is necessary, it may subsequently delete or change the storage location of such data. Further, JMS may delete data that is a violation of these Terms of Use and data that it determines to be problematic.
- 16-2. When required by laws and regulations, when necessary for legal procedures, when necessary for compliance with these Terms of Use, when necessary to respond to claims of infringement of the rights of a third party, or when necessary to protect the property, rights, life or person, business, or the like of a User or public welfare and if JMS determines that it is necessary, JMS may save and disclose data transmitted or received by Users using the Service.

17. Cancellation of the Service

- 17-1. Users may cancel the Service at their own discretion. A User that wishes to cancel the Service must provide notice to JMS or its agent at least two months prior to the expiration of the Term using the form specified by JMS or its agent; provided, however, that use fees for the Service shall be incurred until the expiration date of the Term, and no daily pro rata refund of use fees shall be made regardless of the day of cancellation.
- 17-2. JMS shall terminate the provision of the Services effective as of the expiration date of the Term.

18. Suspension of the Service and Cancellation of Agreement

- 18-1. JMS shall have the right to suspend use of the Service by deleting IDs, passwords, etc. and the right to cancel the Agreement if JMS determines that it is necessary based on reasonable grounds. This right of JMS may be exercised if JMS determines that a User violated the content or intent of the Agreement or these Terms of Use or engaged in inappropriate conduct in light of the Agreement or these Terms of Use.
- 18-2. If JMS determines that it is necessary and terminates the provision of the Services to a specific User pursuant to the preceding paragraph, JMS may invalidate that User's ID and password and delete related information and stored files as well as prohibit the User from accessing the Service in the future. In this case, JMS and its agents shall not owe any liability whatsoever to the User or third parties in relation to the suspension of provision of the Service. In any of the cases specified above, JMS shall not owe any compensatory damages or new monetary obligations to the relevant User.

19. Continuation and Termination of the Service

- 19-1. If JMS assigns the business relating to the Service to a third party (including without limitation assignment by way of merger or corporate split), rights and duties pursuant to these Terms of Use and registration information shall be assumed by the assignee and provision of the Service shall continue.

19-2. If JMS terminates the Service, JMS shall in principle provide at least six months' prior notice to Users.

20. Limitation of JMS's Liability

20-1. Even if a User incurs damages as a result of delay or impossibility of the provision of the Service, JMS shall not be liable to pay any compensation whatsoever; provided, however, that this shall not apply in the case of damages caused by JMS's intentional misconduct or gross negligence. In this case, the scope of JMS's liability to pay compensation shall be limited to the total amount of fees paid for the Service to JMS by the User one month prior to the demand for compensation by the User, and the scope of damages for which JMS shall pay compensation shall be limited to damages directly caused by JMS's conduct.

20-2. JMS and its agents shall not bear any liability whatsoever to pay compensation or liability for defects with regard to the status of use of the Service by Users, expenses necessary for replacement of information or products obtained by conducting transactions via the Service or substitute services, unauthorized access or unauthorized modification of data transmitted or received by Users, data sent, transmitted, or received by third parties using the Service, or any other damages arising as a result of or in relation to matters relating to the Service.

21. Force Majeure

JMS shall not bear any liability whatsoever with regard to nonperformance or delayed performance caused by war, conflict, revolution, riot, civil disturbance, acts of terrorism, abnormal circumstances, epidemic, fire, flooding, earthquake, natural disaster, explosion, trade controls or other governmental conduct, inability to use or instability of the Internet, improper attacks such as the transmission of large volumes of data or improper packets, or other force majeure resulting from circumstances beyond JMS's reasonable control

22. Exclusion of Anti-Social Forces

Users shall comply with policies announced by the government for the prevention of harm caused by anti-social forces ("Policies") and by agreeing to these Terms of Use warrant and represent that they do not fall under any of the following items and shall not engage in any such conduct in the future.

- (1) Being a Criminal syndicate, criminal syndicate member, corporate affiliated with a criminal syndicate, criminal syndicate associate, corporate racketeer (*sokaiya*), or other social force ("Anti-Social Forces") or having formerly been Anti-Social Forces.
- (2) Officers or substantively controlling members are Anti-Social Forces or were formerly Anti-Social Forces.
- (3) Engaging in threatening speech and conduct or using force towards others or engaging in conduct that harms the honor or reputation of others.
- (4) Interfering with the business of others through fraud or threats.
- (5) Making improper demands to others that are subject to the exclusion by the Policies.
- (6) Causing a person who is an Anti-Social Force to engage in any of the conduct specified in the preceding five items.

- (7) Aiding the conduct of Anti-Social Forces by providing funds and the like to Anti-Social Forces directly or through officers or substantively controlling members.

If a User breaches these representations and warranties, JMS may suspend or terminate the Service in whole or in part without the provision of any prior notice.

23. Revision of these Terms of Use

JMS may, at its convenience, revise these Terms of Use without Users' consent and without the provision of prior notice. Revisions to these Terms of Use shall take effect when the revised Terms of Use are posted on the official LiveOn website (<https://www.liveon.ne.jp/> or its successor of the website of an agent).

Users should periodically access the website and check the most recent version of the Terms of Use. JMS shall deem use of the Service after a revision of the Terms of Use to be acceptance of the revised Terms of Use.

24. Notice and Communications

JMS shall provide notice to and communicate with Users that have registered an ID via email or postal mail.

Users may provide notice to and communicate with JMS by email, telephone, facsimile, or postal mail to the contact information displayed on the Service.

25. Special Provisions Applicable to Users in Japan

In the event of any contradiction between the English or Chinese versions and the Japanese version of these Terms of Use, the Japanese version shall take precedence.

26. Governing Law and Court of Competent Jurisdiction

All legal relationships arising between JMS and Users in relation to the Service or these Terms of Use and the formation, effect, performance, and interpretation of the Service and these Terms of Use shall be governed by the laws of Japan. Further, the Tokyo District Court or the Tokyo Summary Court shall be the exclusive courts with jurisdiction over disputes arising between JMS and Users in relation to the Service or these Terms of Use.

27. Other

Users that discover conduct in violation of these Terms of Use are requested to contact JMS at the following email address.

[E-mail: liveon@jm-s.co.jp](mailto:liveon@jm-s.co.jp)

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