

#### JARN Ltd.

Hosokawa Bldg. 1-1-16 Akasaka, Minato-ku, Tokyo 107-0052, JAPAN

Tel:+81-3-3584-4704 Fax:+81-3-3584-4708 E-mail: <a href="mailto:subscribe@ejarn.ip">subscribe@ejarn.ip</a> URL: <a href="mailto:http://www.ejarn.com">http://www.ejarn.com</a>

# User Agreement for eJARN (web) subscriber

#### 1. Terms and Conditions

- 1.1 eJARN is a service providing electronic news and information from JARN Ltd.(JARN). Subscribers to this service agree to be bound by all terms of this agreement.
- 1.2 JARN reserves the right to change, suspend or discontinue any part of this service, to impose limits on certain features and to restrict access to any or all features without notice.
- 1.3 JARN reserves the right to change at its sole discretion the terms of the user agreement without prior notice. Users shall be deemed to have agreed to such changes.
- 1.4 Only the subscriber may access the service. JARN reserves the right to cancel the access of any subscriber who allows use of his/her account by a third party.

# 2. Privacy of User Information

- 2.1 JARN may store information provided by subscribers as part of the registration process.
- 2.2 JARN has the right to provide information on usage and demographics to third parties, but not in forms that disclose subscriber identities or any personal information about individual subscribers.

# 3. Fees and Payment

- 3.1 Subscribers to this service agree to pay subscription fees decided by JARN in defined circumstances. All payments are nonrefundable.
- 3.2 JARN reserves the right to change fees and/or payment terms upon advance notice. The changes apply to new subscriptions and renewals of service after notification.
- 3.3 The subscriber is responsible for notifying JARN of any change in credit card validity or expiration date. The subscriber is solely responsible for all charges billed to the designated credit card.
- 3.4 The subscriber is responsible for all fees and charges required to access the service via Internet service providers or other third parties.
- 3.5 JARN reserves the right to terminate or suspend any subscription if any part of the subscription fee should not be received by JARN for any reason, including but not limited to the fault on the part of credit card companies.

## 4. Copyrights and Usage Limitations

- 4.1 All contents of the service are the property of JARN and protected by copyright and other intellectual property laws and conventions. Contents of the service may be displayed, copied and printed only for personal, noncommercial use by the subscriber. The subscriber agrees not to reproduce, retransmit, sell, publish, broadcast or distribute in any form or by any means contents of the service.
- 4.2 JARN provides no guarantee of the accuracy of the contents of the service, which may include facts, opinions and/or recommendations of individuals and organizations. JARN in no way endorses any views, opinions or recommendations contained in the contents of the service, including any advice or recommendations on tax, investment, securities and other financial services.
- 4.3 JARN provides links to related sites on the World Wide Web deemed of interest to subscribers. JARN takes no responsibility for the availability of such sites, however, or for the accuracy of contents on such sites.

#### 5. Warranties and Liability

- 5.1 JARN offers no warranty and accept no liability for delays, omissions or inaccuracies in the contents of the service.
- 5.2 JARN cannot and does not guarantee the accuracy, completeness or reliability of any part of the content available through JARN. JARN is not responsible to anyone for any loss or injury resulting from use of the service, or for delays or negligence in posting of content. JARN and Licensors accept absolutely no liability for any decision made or action taken on the basis of JARN content and will not be liable for any damages even if informed of the potential for damages.

### 6. Breach of Contract

JARN reserves at its sole discretion the right to terminate or suspend any subscriber's access to the service for breach of the subscription agreement.

#### 7. Governing Law

This subscription agreement is made in Japan and shall be construed and enforced solely in accordance with Japanese law. Should any dispute arise out of or in connection with this agreement, the Tokyo District Court shall have exclusive jurisdiction.