

KOKKA NET – Terms and Conditions for Users

These terms and conditions for users (hereinafter referred to as 'these rules') stipulate the terms and conditions which all users (hereinafter referred to as 'user(s)') must abide by and also the rights and obligations associated with any relationship between Kokka Co., Ltd. (hereinafter referred to as 'the company') and the users when the users avail themselves of the services of KOKKA NET (hereinafter referred to as 'the service') provided by the company. Users of the service are required to read and understand all clauses of these terms and conditions and to accept them before using the service.

Clause 1. Application

These rules specify the rights and obligations of the company and of users in connection with use of the service provided by the company, and apply to all aspects of the relationship resulting from use of the service between users and the company.

Clause 2. Registration

(1) Those wishing to make use of the service (hereinafter called 'people requesting registration') must agree to abide by these rules and can apply to the company to register to use the service by providing the information as specified by the company (hereinafter referred to as 'information required for registration') by a method specified by the company.

(2) Applications for registration can be made by individuals or corporations in their own name as the proposed users of the service. As a general principle applications for registration can not be made by agents or representatives. Furthermore when applying for registration all applicants shall ensure that all details submitted in relation to the application shall be true, accurate and up-to-date.

(3) The company shall assess the details of each application and shall notify the applicant when an application has been approved. This notification will complete the user registration process.

(4) When registration is confirmed as specified in Clause 2 (3) above a contract for the provision of the service based on the conditions set out in these rules shall come into force between the user and the company.

(5) The company may refuse an application for registration under Clause 2 (1) above when an application for registration according to Clause 2 (1) above falls into one of the following categories:

- The company considers that the applicant may not comply with these rules
- There is a falsehood, error or omission in part or all of the information required for registration submitted to the company.
- The applicant has had an application for registration cancelled previously.
- The company decides that registration is inappropriate.

Clause 3. Service period, service charges

Service period: In principle, the User ID and Password do not have expiry dates. However, if the service has not been used for a whole year the company may cancel the registration without giving notice to the user.

Service charge: The service is provided free of charge.

- If a user wishes to cancel their registration notification to this effect shall be sent to the company either in writing or through the web site.

Clause 4. Using the service

(1) Users can use the service in the way specified by the company within the limits of the aims of these rules and in ways that do not violate these rules.

(2) Users may not act in any of the following ways while using the service:

- Commit any act which may infringe the intellectual property rights, personal publicity rights, privacy rights, honour or any other rights or interests of the company, of other users of the service, or of any third party.
- Send anything to the company's web site which may result in the infringement of the intellectual property rights, personal publicity rights, privacy rights, honour or any other rights or interests of other users of the service or of any third party in the event that the company makes any duplication of, alteration to, transmission of, or other adjustment to the information on the web site as the company considers necessary in providing the service, or send anything to the company's web site which is connected to criminal behaviour or send any harmful computer programmes including e-mails containing a computer virus to the company's web site.
- Commit any act which interferes with the management of the service.
- Commit any act which changes any of the information provided in connection with the service.
- Commit any act which the company considers to be inappropriate

(3) The company may prevent a user from receiving the service without prior notification to the user if the user commits any of the acts in Clause 4 (2) above while using the service.

Clause 5. Privacy policy

(1) The company pays the utmost attention to the protection of the privacy and the personal information of users. The company shall not disclose any personal information associated with the use of the service by users to any third party without the prior consent of the user. Notwithstanding the above, the company may disclose personal information of the users without their prior consent in the following circumstances:

- Where disclosure of the information is required by law.
- Where the company decides that disclosure is necessary to protect the rights, interests, honour, trust etc of the company, of other users or of a third party.

(2) The company may use personal information as necessary to provide the service to users including the registered user's name, address, e-mail address, telephone and fax numbers.

(3) The company may use provided personal information such as the registered user's e-mail address in order to provide mail magazines and other information (including advertisements). The company shall stop providing such information to any customer who does not wish to receive it upon receipt of a request from that user.

(4) The service uses SSL (Secure Sockets Layer) technology to ensure security and prevent any information from being intercepted, obstructed or falsified.

Clause 6. Password management

(1) The user is responsible for controlling and keeping safe their password and shall not allow it to be used by any third party, nor lend, transfer, change the name or trade it etc.

(2) The user is solely responsible for any damage caused by inadequate control, misuse, or use by any third party of the password and no responsibility shall lie with the company.

(3) The user shall inform the company immediately if they identify that the password has been stolen or has been used by a third party and shall follow all instructions from the company in this regard.

Clause 7. Stoppage and discontinuation

(1) The company may stop or discontinue provision of the service without prior notice to users in any of the following circumstances:

- To perform any checks or maintenance on the computer system used for the service, either at regular intervals or in an emergency.
- When the computer or communication circuits fail as a result of an accident.
- When the service is suspended as a result of force majeure including fire, electric power failure, natural disaster etc.
- In any other circumstances when the company decides it is necessary to stop or discontinue the service.

(2) The company shall not be responsible for any damage caused to users as a result of the actions of the company under any of the circumstances above.

Clause 8. Cancellation of registration

(1) The company may cancel the registration of any user without prior notification or reminder if the user falls into any of the following categories:

- If the user violates any part of these rules.
- If any detail of the user's information required for registration is found to be false.
- If the user uses or tries to use the service in a manner which may cause damage to the company, to other users of the service, or to a third party.
- If the user obstructs the provision of the service by any means.
- If any petition is filed regarding suspension of payments, insolvency, bankruptcy, civil rehabilitation, corporate reorganisation, a arrangement, special liquidation, or similar in respect of the user.
- If any bill or cheque issued or underwritten by the user is not honoured.
- If any petition is filed for attachment, provisional attachment, provisional disposition, compulsory execution or auction regarding the user.
- If any tax charges or public dues related to the user are in arrears and a preservative attachment issued.
- If there are any other circumstances as a result of which the company determines that continued registration of the user is not appropriate.

(2) The company shall not be responsible for any damage that may be caused to the user as a result of any actions taken by the company in accordance with clause 8.

Clause 9. Liability for damages

(1) Users shall be liable to compensate the company for any damages caused as a result of a violation of these rules or other damage caused to the company as a result of using the service.

(2) The user shall be responsible for resolving any situation that arises as a result of a violation of these rules or other damage caused to the company as a result of using the service or when any dispute arises between the user and a third party, and shall prevent any damage being caused to the company.

Clause 10. Alterations to these rules

(1) The company has the right freely to vary these rules or the content of the service.

(2) Any time the company varies these rules or the content of the service, the company shall inform or send notification accordingly by the means specified by the company, including e-mail notification or posting on the company web site.

Clause 11. Governing law and relevant court

These rules shall be governed according to Japanese law and all disputes arising from these rules shall be adjudicated in the first instance exclusively by the Osaka District Court.

Clause 12. Resolution of disputes

In the event of any dispute concerning the interpretation of these rules or concerning any matter not specified in these rules, the company and users agree to consult each other swiftly and in mutual good faith to resolve the dispute