

## **Terms of Service**

- The Japan External Trade Organization (hereinafter referred to as "JETRO") will conduct the services (hereinafter referred to as "Services") of web seminars (hereinafter referred to as "Webinars") in which all or a part of the contents (hereinafter referred to as "Contents"), such as videos, images, texts, sounds, or related materials, etc., of lecturers, JETRO (its staffs), organizers, and other service providers (hereinafter referred to as "Service Provider") are provided by the WEB application via the Internet line, provided that the customer (hereinafter referred to as "Customer") complies with these terms of service and disclaimers.
- 2. To improve the quality of the Services, JETRO is able to make a visual and sound recording of all or part of the contents of the Webinars.
- 3. Customer shall confirm that the terminal environment, status of Internet line and application regarding Customer's PC, etc. satisfy the following environment (hereinafter referred to as "Setting Environment") including the settings of the application designated by JETRO (hereinafter referred to as "Designated Application").

## <Setting Environment>

(1) The "ZOOM" application (changeable) designated by JETRO has been installed on the device as set forth in the next item and is available for viewing.
※ For details, please confirm the following ZOOM website.
<u>https://ZOOM.us/</u>

(2) Devices such as PCs have been prepared.

If the Setting Environment is not satisfied, the Services may not be continued successfully, because of the reason, for example, the video or sound may be interrupted or stopped. In this case, JETRO will not respond to any technical inquiry about the Setting Environment.

- 4. The information provided by the Services and the Contents will be limited to the usage of viewing as the Webinars only by Customer.
- 5. With respect to the Services, the copyright in the Contents belongs to the copyright holder such as JETRO, the Service Provider, etc. (hereinafter collectively referred to as "Copyright Holder").
- 6. Customer shall not, for any reason, reproduce (including but not limited to capturing still images, etc. as well as making a visual and sound recording; the same shall apply hereinafter), present via an on-screen presentation, transmit to the public (including but



not limited to making available to be transmitted; the same shall apply hereinafter), publicly exhibit, distribute, transfer, rent out, adapt, translate, exploit a derivative work of, etc. the Contents. Should a breach of this Agreement occur, JETRO shall immediately discontinue the performance of the Services, in whole or in part, or discontinue the viewing of the Webinar by Customer.

- 7. Reproduction, presenting via an on-screen transmission, transmission to the public, public exhibition, distribution, transfer, renting out, adaptation, translation, exploiting a derivative work, etc. of the Contents without the consent of the Copyright Holder is an act of infringement and such infringer thereof may be held criminally liable. These acts also violate the privacy rights, portrait rights, etc. of the Service Provider.
- Customer shall agree that JETRO will publish the results of the Services (including, but not limited to, questions and questionnaire results from Customers) at its sole discretion. Customer shall not exercise any moral rights with respect thereto.
- In addition to the provisions of each of the preceding paragraphs, Customer shall comply with the following items and JETRO's instructions in relation to receiving the Services.

(1) Access URLs, IDs, passwords, etc., of the Services shall not be disclosed to any third party unless otherwise instructed by JETRO.

(2) To prevent unauthorized access, Customer shall enter the name (full name) at the time of the applying to the Services so that JETRO may identify the account of Customer.

(3) Customer shall not share confidential information and personal information except Customer's name.

(4) Customer shall participate in the Services in an environment where a third party will not be able to view the screen of the PC when the Services are provided.

(5) JETRO recommends the use of PCs or other devices which have large-screen, as materials may be projected when the Services are provided.

- 10. The legal relationship and derivative rights and obligations with respect to the supply of the Services shall be governed by the laws of Japan.
- 11. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to the legal relationship and the derivative rights and obligations with respect to the supply of the Services shall be settled by arbitration in Tokyo, Japan, in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall be conducted in English. The Arbitration award rendered shall be final and may be entered in any court having jurisdiction thereof.



## Disclaimer

- Information provided through the Services is not guaranteed to be accurate, complete, fit for purpose or up to date, and therefore, such information shall be accepted or rejected at the sole discretion and responsibility of Customer. JETRO and the Service Provider shall not be liable to Customer in any way, even in the event of any disadvantage to Customer in connection with the information provided by the Services.
- 2. JETRO will not guarantee the operational stability of the Designated Application in the Services. The Services may become unavailable, interrupted, , or unable to provide complete video or sound, or cause a failure or trouble in the PC or other devices or related applications, due to problems of the Designated Application, connection conditions, Customer's Setting Environment, or other reasons. JETRO and the Service Provider shall not be liable to Customer in any way whatsoever in the event of any disadvantage to Customer arising out of or in connection with the case above.
- 3. JETRO will have the right to change the date, time, and contents of the supply of the Services, suspend the supply of the Services in whole or in part without notice, or suspend the viewing of Customer in the event that any of the following items applies. JETRO and the Service Provider shall not be liable to the Customer in any way whatsoever in the event of any disadvantage to Customer arising out of or in connection with the case above.

(1) In the event that any act of God, terrorism, war, political insecurity, restrictions on entry into the country, infectious diseases, labor disputes, or other force majeure events occur;

(2) In the event that there is or is likely to be a trouble with the system, etc. specified in the preceding paragraph;

(3) In the event that Customer's situation has changed, such as a deviation from the conditions of these terms of service;

(4) In addition to the preceding item, in the event that Customer breaches any instructions or conditions provided by JETRO, or agreements with JETRO;

(5) In the event that there is a risk of security, etc. in the terminal environment of Customer's PC, etc., the status of Internet lines and applications;

(6) In the event that Customer is found to be substantially involved in anti-social forces;(7) In the event that Customer commits or is suspected of committing an act that violates laws and regulations of Japan or other countries/territories, or that violates no laws or regulations but is significantly dishonest or that violates public order or morality; and



(8) In the event that JETRO determines that it is appropriate in addition to the provisions of the preceding items.

- 4. JETRO will make best effort to comply with the security standards as set forth in JETRO's Personal Information Protection Rules and take appropriate precautions to prevent damage to systems that establish web conferences for the Designated Applications and internet lines, etc. from computer virus infections, unauthorized access, and cracking, etc. (hereinafter referred to as "System Intrusion, etc.").
- 5. Notwithstanding the provisions of the preceding paragraph, JETRO shall not assume any responsibility to Customer in excess of the obligation as set forth in the preceding paragraph, even if leakage of corporate information, personal information or other information occurs due to the System Intrusion, etc.
- 6. In addition to the provisions of the preceding paragraphs, JETRO and the Service Provider shall not be liable to Customer for any damage whatsoever caused to Customer arising out of or in connection with Customer's applying to the Services or JETRO's providing the Services.