

JSTV-i Simulcast Service: Terms and Conditions (revised on January 2018)

Article 1: Definitions

These Terms and Conditions shall apply to the JSTV-i Simulcast Service (hereinafter referred to as “the Service”). Use of the Service is restricted to members who become such by completing membership registration after concluding an agreement with the Company, the content of which consists of these Terms and Conditions. The Member also has to have a subscription contract in order to use the Service.

The terminology used in these Terms and Conditions shall be interpreted as set out hereunder.

- JSTV:

A Japanese-language broadcasting service intended for direct satellite reception provided by the Company on the basis of a licence issued by Ofcom in the United Kingdom.

- JSTV-i Simulcast (“the Service”):

The collective name for services involving the re-transmission through telecommunications circuits simultaneously as they are being broadcast of programmes broadcast by JSTV and services ancillary thereto.

- Member:

A person who has agreed to these Terms and Conditions and who has registered as a member of the Service.

- Applicant for membership registration:

A person who has applied to the Company to register as a member of the Service.

- Membership registration data:

Information concerning an applicant for membership registration or a member which has appeared on the Company’s website.

- Subscription Contract:

A contract to grant use of the Service to the Members.

- Terminal used:

A personal computer or other device with Internet connection functions that fulfils the conditions set out in Article 3. This shall include receiving devices (STB) equipped with an operating system specifically recognised by the Company.

- Content:

Broadcast programmes and materials required for editing them that are broadcast by the Company and are presented as the Service.

- The Website:

The collective name for all websites operated in connection with JSTV and JSTV-i services.

- Corporate Member

A membership for corporations Company grants the use of the Service.

- Corporate Subscription Contract:

A subscription contract with which Company grants the use of the Service to the Corporate Members.

Article 2: Agreement with the Terms and Conditions, changes and revision of charges

1. When a Member applies on-line on the website, he shall be assumed to have agreed to these Terms and Conditions once he has clicked on the approval button in the Terms and Conditions section of the website. The same shall apply when he makes an entry in the signature column of the application form prescribed by the Company.

2. The Company may revise these Terms and Conditions by notifying the Member of the details of the revision. In this case the Member shall act in accordance with the Terms and Conditions in their form subsequent to revision.

3. The Company may lay down separate regulations, guidelines, procedural methods and lists of charges, etc. (hereinafter "separate regulations, etc.") in connection with the Service and inform the Member of them accordingly. In this case the separate regulations, etc. shall constitute a part of these Terms and Conditions or shall be handled in accordance with them. If inconsistencies arise between the Terms and Conditions and the separate regulations, etc., the separate regulations, etc. shall be applied in precedence to the Terms and Conditions. As in the case of the preceding paragraph, the Member shall comply with any revisions made to the separate regulations, etc.

4. In the case of the notification referred to in Articles 2.2 and 2.3 above, the notification shall be made on this website an appropriate time in advance before the revisions come into effect, and the revisions shall be considered to have become applicable to the Member once this period has elapsed. Except in cases where separately provided for in these Terms and Conditions, other notifications made by the Company to a Member shall be considered to have come into effect once they have been shown on this website.

Article 3: Recommended environment for use

The Company shall specify separately the recommended environment for use of the Service and shall give details therefore on this website.

Article 4: Service area

The area covered by the Service is basically same as that of JSTV Direct Satellite Service area, but there are some restrictions. Please refer to the JSTV website (<http://www.jstv.co.uk/>) for more.

Article 5: Membership Registration

1. When applying for a membership, an applicant shall apply by means of a method separately specified by the Company.

2. Once the Company has checked and accepted the content of the application made by a membership registration applicant, the membership registration applicant shall be recognized as a member at that moment.

3. The Member may possess a single user name and a single password for each agreement.

4. When a change occurs in the registered information related to a Member, the Member shall change the information on the website so that it reflects the most up-to-date situation. Else, Member can call JSTV Customer Service and inform the changes. The Member shall immediately provide notification of any such changes in accordance with the method specified by the Company.

5. If any of the items indicated hereunder shall apply, the Company may refuse to accept a membership application on the basis of Paragraph 1:

(1) When member registration information with false content is declared to the Company for improper purposes or when there is clear indication of intent to use the said information for such purposes.

(2) When the Company deems that there is a risk of provision of the Service being impeded in

any other way.

Article 6: Management of user name and password

The Member shall use and store his user name and password for the Service with the due care of a diligent manager. The Company shall not be held responsible for erroneous use of the user name or password or for the improper use thereof by a third party.

Article 7: Withdrawal from membership

1. The Member may relinquish his membership having notified the Company using the method prescribed by the Company.

2. If the Member wishes to relinquish his membership, and if the Member still has active Subscriptions, he needs to apply cancellation of Subscription Contract in advance as described in Article 13.

3. The date on which withdrawal from membership shall become effective shall be the day on which the Company receives notice from the Member of his intention of relinquishing his membership.

4. When the Member relinquishes his membership during the period for free viewing, he shall notify the Company no later than ten business days before the end of the period of free viewing. No refund shall be made if the Subscription Fee for the next billing cycle is imposed because this notification is late.

5. If the Member dies during the term of this Agreement, his membership agreement shall terminate either on the day on which the Member's heir or stakeholder informs the Company that the Member has died or the day when the Company becomes aware of the death of the Member for another reason, whichever is earlier.

Article 8: Handling of member information in connection with the membership registration

1. Except in cases of use as provided for in the items set out hereunder, the Company shall not disclose membership registration information held by the Company to a third party without the Member's consent.

2. The Company shall use any membership registration information for only purposes listed hereunder:

(1) Provision of Simulcast.

(2) Publicity for JSTV and JSTV-i.

(3) Implementation of user surveys and questionnaires aimed at improving JSTV and JSTV-i services.

(4) Responding to enquiries from members.

(5) Measures for rectifying any failure of members to discharge their obligations including non-payment of use charges.

Article 9: Subscription Contract

1. The Member can start using the Service by signing up a Subscription Contract.

2. If any of the items indicated hereunder shall apply, the Company may refuse to accept a Subscription Contract on the basis of Paragraph 4:

(1) When a Member who has a Subscription Contract falls behind with payment of charges for use of the Service or when it is evident that he is likely to do so.

(2) When the Member who has a Subscription Contract has been terminated or when provision

of the Service has been suspended for reasons for which responsibility lies with the Member.

3.The Company may prescribe a specific period of free viewing for Members who signed up a new Subscription Contract. No charges shall be made for viewing during this period of free viewing in this case, but Subscription Fees shall be automatically instituted once this period is over.

4.The Subscription Contract shall become effective on such day as described in Article 9.1 and shall continue indefinitely unless the Member explicitly states his intention of relinquishing the Subscription Contract.

Article 10: Subscription Contractual entities

1. The purpose of Subscription Contract is to enable a Member to receive the Service as an individual or as a single household. Except in cases where a separate corporate agreement has been concluded, the Member may not make the Service available for viewing for commercial purposes or to the general public irrespective of purpose.

2. For Corporate Subscription customers, there shall be a separate terms and conditions for Corporate Subscription Contract.

Article 11: Payment of Subscription Fee

1.The Member shall pay any Subscription Fee as set out separately by the Company in such manner as separately specified by the Company.

2. Amount and currency of Subscription Fee varies depending on the countries The Member resides in.

3.Separately specified terms and conditions for the purpose of any such campaigns shall apply to any beneficiaries of such special campaigns.

4.The Company may change the Subscription Fee provided for in the preceding paragraph and the method of payment following prior notification to the Member employing a method that the Company deems appropriate. The Member may, however, be informed of details of changes to Subscription Fees and the method of payment by means of inclusion of the information on the website.

5. The payment of Subscription Fee shall be made through Realex Payments UK, a certified Payment Service Provider in UK (Realex).

6. New members who wish to join JSTV-i should fill the form provided by the Company with required personal information, and inform their credit card information only by telephone to the Company. The Company shall register the card information to Realex database, and after that members' credit card information shall not be stored in any form in offices of the Company.

7. When existing members wish to change the credit card used for payment of charge for viewing, they should inform card information to the Company only by telephone. The Company shall register the card information to Realex database, and after that members' credit card information shall not be stored in any form in offices of the Company.

8. Regarding Realex Payments UK and it's Privacy Policy, please visit;
About Realex Payments UK: <https://www.realexpayments.com/about/>
About Privacy Policy: <https://www.realexpayments.com/privacy-statement/>

Article12: Cancellation of Subscription Contract

1.The Member may cancel the Subscription Contract having notified the Company using the method prescribed by the Company.

2.If the Member wishes to cancel his Subscription Contract, he shall notify the Company no later than ten business days before the settlement date for the subsequent viewing subscription fees. No refund shall be made if the Subscription Fee for the next billing cycle is imposed because this notification is late.

3. When the Member cancels Subscription Contract during the period for free viewing, he shall notify the Company no later than ten business days before the end of the period of free viewing. No refund shall be made if the Subscription Fee for the next billing cycle is imposed because this notification is late.

4. The Company processes cancellation on the day the Company receives notice from the Member of his intention of cancelling the Subscription Contract. However, the Member still be able to use the Service until one day before the next billing date, the period of which the Member has already paid Subscription Fee.

5. If the Member uses STB free provision benefits when signing up a Subscription Contract to the Service, the minimum term of the agreement subject to charge shall be twelve months, and the Subscription Fee for a period of twelve months shall be paid even if the Member cancels the Subscription Contract or relinquishes his membership before twelve months have passed since the start of Subscription Contract.

6.If any provision of the Service is rendered impossible based on any of the reasons listed hereunder, the Subscription Contract shall be terminated immediately. In such a case, any charges for use of the Service already paid by the Member shall not be refunded.

(1) When the transmission facilities of the Company are damaged by force majeure so as to render them beyond prospect of repair.

(2) In any other cases where a circumstance arises that renders it objectively impossible for the Service to be provided.

Article 13: Termination of Subscription Contract

1.If the Member fails to fulfil his financial obligations arising through the Subscription Contract prior to the date of settlement, the Company may suspend provision of the Service to the Member and terminate his Subscription Contract after issuing him a warning with appropriate advance notice.

2.If it is deemed that the Member is using or that there is a clear risk of his using the Service for a purpose that violates any law or with a view to performing a prohibited act as described in Article 15, the Company may suspend provision of the Service to such Member and terminate his Subscription Contract after issuing a warning with appropriate advance notice. Furthermore, any charges that shall have been paid for a period of violation had a proper agreement been in place (the sum may be calculated as two or more agreement entities) shall be charged together with interest (Barclays Bank LIBOR + 4%).

3.A person whose Subscription Contract has been terminated in accordance with Articles 13.1 above shall be required to remove any underlying causes of termination if he wishes to sign up a new Subscription Contract. The Company shall decide whether or not to accept the new Subscription Contract application, and if the Company decides to accept it, it shall be concluded in the form of a new Subscription Contract.

Article 14: Preparation of facilities, etc.

1.The Member shall at his own cost and responsibility prepare, install, connect and set communications equipment, software and all other necessary ancillary equipment, conclude a

line use agreement, establish connections with access points, subscribe to an Internet connection service, and make all other preparations in connection with the Service.

2. When accessing the Service, any extra charges that may arise through reception of the Service in accordance with the tariffs imposed by the Member's Internet provider shall be borne by the Member.

3. The Company shall provide support only for such services as are provided by the Company in connection with the Service, however, no support shall be given for environments involving other communications equipment and circuits, etc.

4. The Company shall not be held responsible for any damage incurred by the Member due to problems occurring for reasons unconnected with the services provided by the Company such as faults in the equipment of the Internet provider used by the Member.

Article 15: Prohibitions on use of the Service

1. The Member shall not allow a non-member to view the Service by lending the non-member his user name and password.

2. The Member may view the Service as a private individual and shall not use the Service directly or indirectly to perform any of the following actions either by himself or through a third party:

(1) Accessing or using the Service outside the service area.

(2) Allowing the general public to view the Service.

(3) Reproducing, publishing, broadcasting, transferring, publicly transmitting, making it possible to transmit, modifying and using images, sound, writing, etc. transmitted by means of the Service above and beyond the range of personal use recognised under copyright law.

(4) Modifying or using any other method to render ineffective the content protection technology provided under the Service.

(5) Using the Service to violate the intellectual property rights, privacy, image rights, etc. of the Company or a third party, or using the Service for the commercial profit of the Member or a third party.

(6) Improperly accessing the communications equipment, computers and other devices and software of the Company, or actually or potentially inhibiting the use or operation thereof.

(7) Dismantling or analysing the dedicated applications provided to the Member by the Company in connection with use of the Service or modifying the structure and specifications thereof in order to make improper use of the Service or to use it for another purpose.

3. If any of the circumstances set out in the following items apply to the Member, the Company may cease any provision of the Service to the Member either wholly or in part:

(1) Where it is deemed that false membership registration information has been declared to the Company for improper purposes.

(2) Where any of the prohibitions set out in Articles 11.1 and 11.2 above have been infringed or when there is a clear risk of their being infringed.

(3) Where financial obligations arising under the Service have not been paid by the prescribed date of settlement.

(4) Where any business operations of the Company or the equipment of the Company are or are likely to be seriously compromised by any conduct by the Member.

Article 16: Partial suspension of provision

1. The Company may on its own judgment suspend the Service during the term of the Subscription Contract.

2. In the case provided for in the preceding paragraph, the Company shall give advance notice to the Member of suspension of the Service employing an appropriate method.

Article 17: Violation of contractual obligations, etc.

If the Member violates these Terms and Conditions or inflicts any damages on the Company or a third party either intentionally or negligently in connection with the Service, the Member shall be liable for any damages at his own responsibility and expense.

Article 18: Prohibition on transfer of rights, etc.

The Member may not assign, transfer, lend or in any other way dispose of his rights and obligations under the Subscription Contract or his status under the membership either in whole or in part.

Article 19: Viewing problems for which the Company cannot be held responsible

1.If viewing of the Service is rendered difficult either intentionally or negligently by the Company, the Company shall conduct an investigation and take the necessary remedial measures.

2.If the Company has been unable to provide the Service continuously for two weeks or more during the period subject to payment of monthly Subscription Fees by the Member, the Subscription Fee for the month in question shall be refunded. This shall not necessarily apply, however, if the situation is one for which the Company cannot be held responsible.

Article 20: Copyright, etc.

Copyright, neighbouring rights, trademark rights, patent rights and all other intellectual property rights related to services (including visual and aural content, writing, etc.) provided by the Company through the Service shall belong either to the Company or to the legitimate holder of the rights. No such rights shall be granted to the Member under this Agreement.

Article 21: Partial outsourcing of business

In connection with any provision of the Service, the Company may outsource business such as handling of applications under this Agreement, demands for payment and other work to an agency to be separately nominated by the Company (hereinafter referred to as "the Agency").

Article 22: Disclaimer

1.The Company shall make no guarantees of any kind regarding the completeness, accuracy, certainty, usefulness, etc. of information, etc. obtained by the Member through the content presented through the Service.

2.Except in cases explicitly provided for in these Terms and Conditions, the Company shall not be held responsible for delays and changes in the Service or any other form of damages incurred by the Member in connection with the Service unless they are attributable to the Company.

3.The Company shall not be held responsible if the Member is unable to use the Service wholly or in part for reasons for which responsibility lies with the Member or with a third party other than the Company.

4.The Company shall not be held responsible if transmission of JSTV is rendered impossible or difficult or if viewing of the Service as a JSTV simultaneous retransmission service is rendered impossible or difficult for reasons for which the Company cannot be held responsible. These include viewing problems caused by natural disasters, earthquakes and meteorological conditions, etc. or by interruption of transmission from the content provider due to eclipses or solar rays.

Article 23: Applicable law and court jurisdiction

These Terms and Conditions shall be governed by, construed and interpreted under the laws of England and Wales and any parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any proceeding or disputes arising from this Agreement.

Article 24: Language

These Terms and Conditions are prepared in Japanese language and translated into English language. If there should be any discrepancies, the Japanese version shall prevail."