

JSTV+1 Service: Terms and Conditions (revised on January 2018)

Article 1: Definitions

These Terms and Conditions shall apply to the JSTV+1 Service which including Satellite subscription provided by the Company on the basis of a license issued by Ofcom in the United Kingdom, and 1 stream of JSTV-i Simul Cast Service. Regarding to contract of satellite subscription, JSTV terms and Conditions will apply as stated before.

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 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.

Article 3: 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 4: Contractual entities

1. The purpose of this Agreement 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.

If the service is required for use in commercial premises, for business purposes or transmission of the Service to multiple points other than within one residence, JSTV should be contacted regarding other types of contract.

2. For Corporate agreement customers, there will be a separate corporate agreement specifying terms and conditions.

Article 5: Membership

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

2. If the applicant has already subscribed the service of JSTV through satellite, the applicant only applies for adding 1 stream of JSTV-i.

3. Once the Company has checked and accepted the content of the application made by a membership registration applicant, the membership agreement shall come into effect at the moment when the Company acknowledges receipt of the application, and the membership registration applicant shall be recognized as a member at that moment.

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

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 a membership registration applicant falls behind with payment of charges for use of the Service or when it is evident that he is likely to do so.

3) When the membership agreement has been cancelled or when provision of the Service has been suspended for reasons for which responsibility lies with the membership registration applicant.

4) When the Company deems that there is a risk of provision of the Service being impeded in any other way.

6. If a membership agreement for the Service has been terminated due to a non-payment by an applicant, such applicant is not permitted to become a Member unless he discharges his outstanding debts.

7. The Service Agreement shall become effective on such day as described in Article 5.3 and shall continue indefinitely unless the Member explicitly states his intention of relinquishing his membership.

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 cancel the membership agreement and relinquish his membership having notified the Company using the method prescribed by the Company. However, the member may cancel only the membership of JSTV-i, and will be available to continuously subscribe JSTV through satellite.

2. If the Member wishes to relinquish his membership, he shall notify the Company by the end of the month which you wish to terminate. No refund shall be made if the viewing charge for the next month is imposed because this notification is late.

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 five business days before the end of the period of free viewing. No refund shall be made if the viewing charge for the next month is imposed because this notification is late.

5. If the Member holds debts in respect of the Company resulting from non-payment of charges for use of the Service at the time he relinquishes his membership, withdrawal from membership shall not excuse him from his payment liabilities.

6. 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: Cancellation and termination of the agreement

1. If the Member fails to fulfil his financial obligations arising through the Service prior to the date of settlement, the Company may suspend provision of the Service to the Member and terminate his membership agreement 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 10, the Company may suspend provision of the Service to such Member and terminate his membership agreement 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 membership agreement has been cancelled in accordance with Articles 8.1 and 8.2 above shall be required to remove any underlying causes of cancellation if he wishes to enter into a new agreement. The Company shall decide whether or not to accept the new agreement, and if the Company decides to accept it, it shall be concluded in the form of a new membership agreement.

4. If any provision of the Service is rendered impossible based on any of the reasons listed hereunder, the membership agreement 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 9: 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 10: 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 10.1 and 10.2 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 be 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 11: Partial suspension of provision

1. The Company may on its own judgment suspend the Service during the term of the membership agreement.
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 12: 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 13: 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 membership agreement or his status under the membership agreement either in whole or in part.

Article 14: Payment of viewing charge

The Member shall pay any viewing charges as set out separately by the Company in such manner as separately specified by the Company.

1. Separately specified terms and conditions for the purpose of any such campaigns shall apply to any beneficiaries of such special campaigns.
2. The Company may change the viewing charge 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 viewing charges and the method of payment by means of inclusion of the information on the website.
3. Any changes in credit card and other information shall be communicated directly by the Member to JSTV. If the payment has been unsuccessful, the Member shall be notified and issued with a second demand for payment, and if payment is not made within fourteen days thereof, the Company shall suspend provision of the Service to the

Member in question. The Company shall not be held responsible for any damage incurred by the Member as a consequence of this action.

4. If any debts are still outstanding before cancelling this Agreement, the Member shall pay them to the Company before relinquishing his membership.

Article 15: 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 viewing charges by the Member, the viewing charge 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 16: 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 17: Handling of member information in connection with the membership agreement

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 not use any membership registration information for any purpose other than those listed hereunder:

- 1) Provision of Internet subscription service.
- 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 18: 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 19: 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.

Article 20: Applicable law and court jurisdiction

These Terms and Conditions shall be governed by, construed and interpreted under the laws of England 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 21: 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.

FEE TABLE (As of June, 2015)

Currency	Monthly Subscription Fee
Euro	€ 15
UK Pounds	£ 15*

*GBP Payment will apply for UK Residents only

1. Subscription Payment

- 1) Payment terms: 3 months in advance, 6 months in advance in case of payment by cheque (*UK Only)
- 2) In addition to JSTV+1 subscription fee as above, Satellite subscription fee €50/£30 will be added.

2. Refunds

- 1) In accordance with Conditions 9 and 10.1 in JSTV Terms and Conditions:
 1. Refunds shall be calculated by deducting the total number of months viewing (a part month shall count as a whole month) plus any other outstanding sums due to JSTV from the Subscriber's advance payment. Interest will not be paid by JSTV on any sum refunded.
 2. In no circumstances will JSTV refund any part of the Subscriber's first three months subscription fee as this is the minimum contract term.

2) In accordance with Condition 10.2 in JSTV Terms and Conditions, refunds shall be calculated by deducting the total number of months viewing (excluding the month in which Service ceased) plus any other outstanding sums due to JSTV from the Subscriber's advance payment. Interest will not be paid on any sum refunded.

3) When joining as part of a campaign, the term and condition of that campaign will be applied.