

# Terms and Conditions of Use of JAPAN UNDERWATER FILMS LIBRARY

Last Updated: April 28, 2022

These Terms and Conditions of Use (“T&C”) set forth the terms and conditions of use of services provided by JAPAN UNDERWATER FILMS Co., Ltd. (“we”, “us” or “our”) (these services will be hereinafter referred to “Services”).

Upon agreeing to T&C, you (“Customer”) can use Services provided by us, in accordance with T&C.

## Article 1 (Definitions)

The following terms used in T&C shall have the following meanings:

“Library”: the library owned by us

“Contents”: videos, still photographs, and their descriptions, etc. owned by us

## Article 2 (Steps to Use Library)

Customer can use Library in accordance with the following steps:

### A How to Use Library

#### 1 [Footage Search]

Customer can call or email us about the footage that Customer is looking for. Then, we will search that footage free of charge, and will respond by calling or emailing Customer about the result of whether or not Library has the relevant footage.

#### 2 [Making Preview Clips]

Customer can request for making Preview Clips, by acknowledging and confirming T&C, and by completing necessary information on the Request Form <<https://www.juf.co.jp/form/lbry/>> on our website. If Customer wishes to obtain Preview Clips (as defined in B below) which contain time code (“TC”) and watermark, we will send a download URL to Customer’s email address registered at the request. We will make Preview Clips free of charge.

#### 3 [Making Master Materials]

When Customer determines a specific footage that Customer wishes to use, Customer shall inform us about the TC where Customer wishes to use, using Master Material Order Form. We will make the original Master Materials (as defined in C) which do not contain watermark, etc. in the format that Customer wishes to use. Rental fees shall be charged from the time of Client’s order for making Master Materials, even if Customer does not use the Master Material. The details of Master Materials are shown in C below. When Customer is using the Master Materials, Customer shall give credit as required in D below.

#### 4 [Reviewing Footage to be Used]

Customer shall send us a simultaneous recording of the program or copy of the work.

Then, we will review the footage used there, count the number of seconds used, calculate the fees, and send you an invoice therefor.

Customer shall make payment into our specified bank account by bank transfer. The details of fees and payment are stated in Article 4.

### B How to Handle Preview Clips

(1) Customer can use Preview Clips in the format of MP4 video containing TC and watermark of “JAPAN UNDERWATER FILMS Co., Ltd.,” only for purpose of offline editing and sample use. If Customer uses Preview Clips for any other purpose, additional usage fee will be charged under any circumstances.

(2) Customer shall not incorporate the Preview Clips into any finished work, or shall not make publish, distribute, or use for personal use, the Preview Clips. Customer shall not delete or change any watermark contained in the Preview Clips.

(3) When Customer finishes offline editing or other work, Customer shall completely delete all Preview Clips at Customer’s responsibility.

### C Master Materials

(1) Customer shall determine specific Master Materials that Customer wishes to use formally, out of the Preview Clips, and shall order those Master Materials, using Master Material Order Form. Rental fees shall be charged from the time of Client’s order for making Master Materials, even if Customer does not use the Master Materials.

(2) If Customer outside Japan orders making Master Materials, Customer shall make advance payment for the rental fees for the Maser Materials that Client so orders. Once we confirm the deposit of payment at our specified bank account, we will deliver the data of the Master Materials.

(3) Customer cannot cancel the order after delivery of the Master Materials.

(4) Customer shall make sure that data of Master Materials shall be deleted after finishing of work. Even if Customer reproduces them in editing work, Customer shall delete them after use, and shall notify us about the fact of such deletion.

### D How to Give Credit

Customer shall give credit using the name of “JAPAN UNDERWATER FILMS Co., Ltd.” in easy-to-understand size and color, so that it can be seen by the naked eyes. If Customer cannot give credit on the footage, Customer shall inform us in advance, and shall give credit at the end roll.

Article 3 (License of Use)

1 If Customer wishes to use Services, Customer shall, in advance, agree to the provisions of T&C, and shall make request for use of Services, by specifying (i) purpose, (ii) media, (iii) scope, and (iv) period applicable to the intended use of Contents. If we approve the request for such use of Contents, Customer will be granted license of use. (Depending upon Contents requested, Customer may not be granted license of use of Services.)

2 The scope of license of use of Contents will be limited to the Contents requested (in terms of purpose, media, scope, and period). If Customer wishes to change to or add to the use of Contents or to use derivative work thereon, Customer needs to separately request for them, and obtain approval from us.

3 Customer may not make Contents available to any third party, in way of reproduction, transfer, lend or any other way. If Customer needs to have its own organization or employees to use Library for Customer's business purpose, Customer shall, in advance, (i) inform us of the name of such third party, (ii) make request for such use of Contents (in accordance with paragraph 1 of this Article), and (iii) procure that such third party shall agree to T&C. If we approve the request, Customer shall be granted license of that use.

#### Article 4 (Rental Fee and Payment Terms)

1 Rental Fee shall be as shown in the attached latest revised JAPAN UNDERWATER FILMS LIBRARY price list. Different fees may apply, depending on the conditions of license of use of Contents.

2 Rental fees shall be charged after the delivery of Master Materials, even if Client does not use the Master Materials.

3 In principle, Customer shall make payment by making bank transfer into our specified bank account within thirty (30) days from the invoice date, in accordance with the terms stated in the invoice we issue. Remittance fees for such payment shall be borne by Customer.

4 We can accept payment through PayPal only from Customer outside Japan.

5 Customer cannot cancel order, or cannot be refunded, after completion of electric payment or deposit of payment.

6 Customer agrees to assume responsibility for paying any consumption tax, use tax, value added tax, or custom duties which may be imposed in any relevant jurisdiction, and for filing any tax return for those taxes, in connection with payment for Library.

#### Article 5 (Applicability)

1 T&C shall govern any relationship between us and Customer in connection with use of Services.

2 We may establish separate terms and conditions in addition to T&C for use of Services ("Individual Terms"). In that case, unless otherwise specifically provided in Individual Terms, Individual Terms shall apply and prevail over T&C.

#### Article 6 (Revision of T&C)

We may revise any of T&C (including rental fees, payment terms, and JAPAN UNDERWATER FILMS LIBRARY price list). Any revision of, and addition to, T&C shall be announced on our website in advance, and shall become effective as of the date specified as the effective date in the announcement.

#### Article 7 (Intellectual Property Right)

1 Copyright of Contents provided by Library shall be owned by us. When Customer are using Library, Customer shall acknowledge and confirm that any Contents provided from us are the copyrighted work protected by Copyright Act and other laws and regulations, and shall comply with the provisions of Copyright Act and other laws and regulations.

2 Even if Customer obtains any Contents through purchase, the copyright to such Contents shall be owed by us, in principle.

#### Article 8 (Prohibited Acts)

When using Library, Customer shall not conduct any of the following acts:

- a. Act that interferes or disrupts the operation of Library;
- b. Act that causes (or is likely to cause) damage (such as nuisance, detriment, invasion of privacy) to any other users of Library or third party;
- c. Act that violates (or is likely to violate) public order and morals;
- d. Act of using it with false expression;
- e. Act in violation of any law, regulation or ordinance;
- f. Act that directly or indirectly provides benefits for any anti-social force in connection with our Services; or
- g. Any other act that we deem inappropriate.

#### Article 9 (Restriction of Use)

Depending upon how Client uses Library or what Client's purpose of use is, Customer may be limited to or prohibited from use of Library. (If Customer is unsure about these restrictions of use, Customer shall contact us in advance in order to fully recognize those matters.)

#### Article 10 (Matters on Compensation of Damage)

1 If Customer uses any Contents in Library without authorization (including using beyond the purpose requested, etc.), Customer shall compensate for any damage which has been additionally incurred by us (including litigation costs and attorneys' fees), in addition to the regular rental fees.

2 If it is found that Customer does any act that falls within the prohibited acts as provided in Article 8 of T&C, we reserve the right to claim to Customer as a penalty an amount equal to five (5) times of the regular rental fee, in addition to the amount of compensation for damage.

#### Article 11 (Disclaimer)

1 We will pay close attention to the information contained in Library in order to ensure that there is no error. We shall not be liable for any damage or loss which may be caused to Customer in connection with any information contained in Library.

- 2 We may suspend of the operation of Library or change any Content, without prior notice.
- 3 We are giving consideration to describing the latest information and updating the information (such as name of organisms) at Library, these descriptions or updates may not always reflect every latest information.
- 4 When Customer uses this Library, we shall not be liable for any impact to Customer's device, communication equipment, recording media, or software or for any corruption of data in any of them.
- 5 When we are emailing Customer, we are paying attention in order to ensure that there will no defects, such as virus infections or unauthorized access, etc. We shall assume no responsibility for any damage to be incurred by Customer arising from those emails in connection with Library.

#### Article 12 (Matters on Suspension, Change, or Termination of Services)

We may suspend, change or terminate the provision of the whole or part of Library, without prior notice, if any of the following events occurs:

- a. If we conduct maintenance checkups or updates of any computer system in connection with Library;
- b. If any communication line, computer, or hard disk, etc. is interrupted due to any accident;
- c. If we cannot operate Library, due to earthquake, thunderbolt, fire, storm or water damage, blackout, or natural disaster, etc.; or
- d. In any other event by which we deem that it is necessary to suspend, change or terminate it.

#### Article 13 (Handling of Private Information)

We shall properly handle any private information obtained through use of Library, in accordance with our private policy <<https://www.juf.co.jp/company/privacy/>>.

#### Article 4 (Jurisdiction for Disputes)

- 1 Creation, effectiveness and interpretation of T & C shall be governed by Japanese laws.
- 2 Any issue arising between Customer and us in connection with use of Contents provided at Library shall be discussed in good faith between both parties hereto. Any issue which cannot be resolved through such good-faith discussion shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.