

# Terms of Use

This website (the “Website”) is owned and operated by Lucky Star Co., Ltd (“Lucky Star Co.”) and controlled from its office in Tokyo, Japan. Please read the terms below carefully. By accessing this Website, you agree to be bound by these terms. If you do not agree to these terms, please do not access this Website.

These Terms are not intended to alter the terms or conditions of any license agreement you may have with Lucky Star Co., and to the extent of any conflict, the terms of your license agreement will prevail. By using the Website, you represent and warrant that you have reached the age of legal majority in your state of residence and are lawfully able to accept these Terms.

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## **A. Ownership and Use of the Website**

Lucky Star Co. reserves the right at any time and from time to time to modify, suspend, discontinue or permanently cancel any or all of the Website's operation, or portions thereof, with or without notice to you. You acknowledge and agree that Lucky Star Co. will not be liable to you or any third party for any such modification, suspension, discontinuation or cancellation of any or all of the Website's operation.

## **B. Restrictions on Use**

The Website and any photos, text, video, graphics, music, sounds, images and other material ("Content") are for your personal, non-commercial use only. As a condition to accessing and using the Website in accordance with the license granted to you under these Terms, you agree to comply with the following rules:

1. You may not download, copy, sell, create derivative works from, distribute, perform, display, incorporate into another website, or in any other way exploit any of the Content in whole or in part except for personal or classroom educational purposes, without, or in violation of, a written license or agreement with Lucky Star Co. and/or third party owners of intellectual property rights or other proprietary rights in the Content;
2. You may not use any data mining, robots or similar data gathering or extraction methods;
3. You may not manipulate or otherwise display the Website or the Content by using framing or similar navigational technology;
4. You may not reverse engineer, alter or modify any part of the Website or the Content;

5. You may not circumvent, disable or otherwise interfere with security-related features of the Website or any system resources, services or networks connected to or accessible through the Website;
6. You may not sell, license, lease, or in any way commercialize the Website or the Content without specific written authorization from Lucky Star Co.; and
7. You may not use the Website or the Content other than for its intended purpose.

Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from Japan or the country in which you reside.

Notwithstanding any of these Terms, Lucky Star Co. reserves the right, without notice and in its sole discretion, to terminate and/or to block your use of the Website.

### **C. Copyright & Trademarks**

Nothing contained on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content, including without limitation, any trademarks, logos, and service marks (collectively the “Trademarks”) displayed on this Website without the written permission of Lucky Star Co. or other party that may own the Content displayed on this Website. Your use of the Trademarks displayed

on this Website is strictly prohibited. All rights are hereby expressly reserved.

Lucky Star Co. respects the intellectual property rights of others and requests that Website users do the same. Anyone who believes that their work has been infringed under copyright law may provide a notice to the designated copyright agent for the Website. Copyright notices must be signed and submitted in writing (by fax or regular mail—not by email); to expedite our ability to process copyright notifications, requests should utilize the following format (including section numbers):

1. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material (please identify the specific URL);
4. The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
5. A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. Representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The written communication should be sent to the following address:  
Lucky Star Co., Ltd, Attn.: Makoto Uchikoshi, 2-31-10 Daizawa,  
Setagaya-ku, Tokyo 155-0032, Japan

#### **D. Privacy**

You should review our Privacy Policy for an explanation of our collection and use of personal information, and our tracking and targeting of your actions on and/or through the Website, before further using the Website, as you will be bound by the terms of such Privacy Policy, which is incorporated herein by reference.

#### **E. Indemnification**

You agree to defend, indemnify and hold harmless Lucky Star Co., its affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your use or inability to use the Website, your breach or alleged breach of these Terms or of any representation or warranty contained herein, or your unauthorized use of the Content.

#### **F. Disclaimer**

You understand and agree that your use of the Website is solely at your own risk and that you will be solely responsible for any damage to your mobile device or computer or any other equipment or loss of data that may result from your use of the Website.

The Website and the Content are provided on an “as is” and “as available” basis without any warranty of any kind, expressed, implied or statutory. Lucky Star Co. specifically disclaims any warranties, express or implied, including without limitation of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Website or the content is free from infection of viruses or anything else that has contaminating or destructive properties. Lucky Star Co. uses reasonable efforts to ensure the accuracy, correctness and reliability of the Content, but we make no representations or warranties as to the Content’s accuracy, correctness or reliability.

## **G. Limitation of Liability**

Except in jurisdictions where such provisions are restricted, you agree that in no event shall Lucky Star Co., its directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of the Website, the services, the Content contained on or accessed through the Website, including without limitation any damages caused by or resulting from reliance by user on any information obtained from Content, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from Acts of God, communications failure, theft, destruction or unauthorized access to the Website. You hereby release, discharge, indemnify and hold harmless Lucky Star Co. and its directors, members, employees or agents from any claims, damages, expenses and liability arising from or related to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or part, directly or indirectly, from your use of any of the Website.

## **H. Applicable Law and Venue**

Any dispute relating in any way to your use of the Website or the Content shall be submitted to the exclusive jurisdiction of the Tokyo District Court in Japan.

## **I. Miscellaneous Provisions**

Any waiver of any provision of the Terms will be effective only if in writing and signed by Lucky Star Co.. If any clause in these Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

## **J. Changes to Website Terms**

The Copyright date at the bottom of this Agreement will indicate when the latest modifications to these Terms were made. Lucky Star Co. reserves the right to change any of the terms and conditions contained in the Terms or any policy or guideline of the Website, at any time and in its sole discretion. Any changes will be effective immediately upon posting on the Website. To the fullest extent permitted under applicable law, your continued use of any of this Website constitutes your agreement to any modified Terms, and we encourage you to visit the Terms to review the current Terms from time to time. Your continued use of the Website following the posting of changes will constitute your acceptance of such changes. Furthermore, unless explicitly stated otherwise, any new features or services that augment or enhance the Website in the future shall be considered part of the Website and subject to these Terms.

## **K. Contact Us**

If you have any questions or concerns regarding the terms or this website, please contact us at [info@mikaninagawa.com](mailto:info@mikaninagawa.com)