Hulu [TVOD (Rental/Purchase) Service Terms of Use February 21, 2024

1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE

(1) HJ Holdings, Inc. ("Hulu", "we" or "us") provides an online video service where you can watch a selection of movies, television shows, clips, and other video content (the "Content"), per purchasing or renting (collectively "Purchasing") Content.

The video service we provide, the Content, the player for viewing the Content (the "Video Player") and any other features offered from time to time in connection with such business (including but not limited to tools, applications, and materials) are referred to collectively as "Hulu [TVOD (Rental/Purchase)] Service."

Hulu [TVOD (Rental/Purchase)] Service is a separate service from Hulu [SVOD] Service provided by Hulu.

- (2) The Content is available for permissible viewing on or through the following (collectively, the "Properties"):
 - i. the <u>www.hulu.jp</u> website (the "Hulu Site"); and
 - ii. Hulu authorized applications, devices or other features.
- (3) To enjoy Hulu [TVOD (Rental/Purchase)] Service on the Properties, you must agree to these Terms of Use ("Terms of Use" or "Terms") and to comply with the terms and conditions stipulated in these Terms and the terms of use of any internet service or device that you are using. By accessing the Hulu Site or using any of Hulu [TVOD (Rental/Purchase)] Service (including accessing any Content), you are agreeing to these Terms.

Hulu [TVOD (Rental/Purchase)] Service are available on fee paid-basis only. In order to use Hulu [TVOD (Rental/Purchase)] Service, you will be required to pay a viewing charge in accordance with these Terms (Please refer to Section 4 for information pertaining to use and bill of Hulu [TVOD (Rental/Purchase)] Service.).

2. CHANGES TO THE TERMS OF USE

Hulu may amend these Terms of Use at its discretion if the amendment fits your general interest or if Hulu deems the amendment reasonably necessary and appropriate after considering the purpose of these Terms, whether or not the amendment is necessary, how appropriate the amended Terms are, and other matters. If Hulu amends these Terms, Hulu will notify you of the content of the amendment and its effective date by posting them at www.hjholdings.jp/termschange. If you have registered with us on or after the date on which the amended Terms are so notified but prior to the effective date or otherwise have provided opt-in consent, you will be subject to the amended Terms immediately; if you have registered with us before the effective date, you will be subject to the amended Terms upon your first use of Hulu [TVOD (Rental/Purchase)] Service after the effective date.

3. ACCESS AND USE OF HULU [TVOD (RENTAL/PURCHASE)] SERVICE

(1) Age Limitations.

If you are under the age of 18, you are not permitted to use Hulu [TVOD (Rental/Purchase)] Service without involvement and approval of your parent or guardian. When you use Hulu [TVOD (Rental/Purchase)] Service by registering false information that you are 18 years old or older, you cannot avoid obligations under these Terms even if you cancel the use of Hulu [TVOD (Rental/Purchase)] Service for the reason that you are a minor.

If you are under the age of 18, you may use Hulu [TVOD (Rental/Purchase)]

Service through the account registered by your parent or guardian.

(2) Your License.

Subject to your payment of the viewing charges and compliance with these Terms, Hulu will grant you a non-exclusive limited license to view the Content on a streaming or download basis through the Video Player, during the viewing period only set for each Content, for personal and non-commercial purposes (Please refer to Exhibit A for details of the licensing condition.) in compliance with these Terms. You agree that certain Content accessible by one of the Properties may not be accessible by the other Properties due to restrictions imposed by the licensor of that Content or other third parties' restrictions, matters to note or other requirements.

(3) Prohibited Acts.

Unless otherwise given prior permission in a manner designated by Hulu, you may not do any of the following acts regardless of whether you are using or have used Hulu [TVOD (Rental/Purchase)] Service:

- i. To remove, alter, bypass, disable, interfere with, or circumvent the notice of copyrights, trademark rights, or other rights marked on the Content, or the Content's digital rights management (DRM), content protection measures or access control measures including geo-filtering mechanisms;
- ii. To copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content;
- iii. To incorporate the Content into any hardware or software, stream or retransmit the Content via such hardware or software, or make the Content available via frames or in-line links;
- iv. To create, recreate, distribute or advertise an index of any significant portion of the Content;
- v. To build a business utilizing the Content, including without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills, whether or not for profit;
- vi. To create derivative works of the Content or any materials that depend on, are derived from or based on the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise (This includes the case where you do this act for the purpose of giving away materials free of charge as the derivative works.); or
- vii. To modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, the technology used by the Video Player, or DRM, content protection measures or access control measures incorporated into the Video Player. This restriction includes, without limitation, the following acts and disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player:
 - (i) to make it possible to view the Content without displaying all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of both the Video Player and of the webpage where the Video Player is located; and
 - (ii) to make it possible to view the Content without accessing any

functionality of the Video Player, including, without limitation, any video quality and display functionality and any interactive, elective, or click-through advertising functionality.

(4) Offline Playback.

A download option is available for some of the Content. You may temporarily download such Content to your device and view without Internet connection ("Offline Playback"). In doing Offline Playback of the Content, you will be subject to the restrictions on how long such Content is available to you, how long you can view such Content offline at a time, the number of the Content titles you can download, etc. For more details, please see here (link).

(5) Ownership.

Hulu [TVOD (Rental/Purchase)] Service and the Content are protected by copyright, trademark, and other intellectual property laws.

You agree that Hulu owns and retains all rights to Hulu [TVOD (Rental/Purchase)] Service and further agree that any right in connection with the Content you view in Hulu [TVOD (Rental/Purchase)] Service is owned or controlled by Hulu and Hulu's licensors.

(6) Your Responsibilities.

In order to keep Hulu [TVOD (Rental/Purchase)] Service safe and available for everyone to use, you, other users and Hulu have to follow the same rules. You and other users shall use Hulu [TVOD (Rental/Purchase)] Service for lawful, non-commercial, and appropriate purposes only. You agree to observe Hulu [TVOD (Rental/Purchase)] Service, Content, and Video Player restrictions detailed in subsections (1) through (5) above, and further agree that you will not access the Hulu Site or use Hulu [TVOD (Rental/Purchase)] Service in a way that:

- violates the rights of others, including patent right, trademark right, trade secret, copyright, privacy, publicity, or other proprietary rights;
- uses technology or other means to access, index, frame or link to Hulu [TVOD (Rental/Purchase)] Service (including the Content) that is not authorized by Hulu (including by removing, disabling, bypassing, or circumventing any content protection measure or access control measure

- intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of Hulu [TVOD (Rental/Purchase)] Service);
- involves accessing Hulu [TVOD (Rental/Purchase)] Service (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices but not caches or archives of Hulu [TVOD (Rental/Purchase)] Service and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- damages, disables, overburdens, impairs, or gains unauthorized access to Hulu [TVOD (Rental/Purchase)] Service, including Hulu's servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with Hulu [TVOD (Rental/Purchase)] Service (including the Content);
- uses Hulu [TVOD (Rental/Purchase)] Service to advertise or promote services that are not expressly approved in advance in writing by Hulu;
- collects personally identifiable information;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Hulu;
- interferes with any other party's use and enjoyment of Hulu [TVOD (Rental/Purchase)] Service; or
- attempts to do any of the foregoing.

If Hulu determines in its sole discretion that you are violating any of these Terms, we may

- i. notify you, and
- ii. use technical measures to discontinue or restrict your access or use of Hulu [TVOD (Rental/Purchase)] Service. In that case, you agree to immediately delete the downloaded Content and stop accessing or using

(or attempting to access or use) in any way Hulu [TVOD (Rental/Purchase)] Service, and you agree not to evade, circumvent, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

(7) No Spam/Unsolicited Communications.

No one may use Hulu [TVOD (Rental/Purchase)] Service to harvest information for the purpose of sending, or to facilitate or encourage the sending of, spam, unsolicited bulk or other communications. You agree that we will take any technical remedies to prevent spam, unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. Also, you acknowledge that, if you post or otherwise send spam, advertising, or other unsolicited communications of any kind through Hulu [TVOD (Rental/Purchase)] Service, Hulu will suffer substantial harm and that the amount of such harm would be extremely difficult to measure. As compensation for damages for such harm, you agree to pay Hulu 4,000 JPY for each message of such spam, unsolicited bulk or other communications you send through Hulu [TVOD (Rental/Purchase)] Service.

(8) Use of Applications.

In order to participate in certain Hulu [TVOD (Rental/Purchase)] Service or access certain Content, you are required to download application software or other materials or agree to additional terms and conditions. Unless otherwise provided for, these additional terms and conditions are incorporated into these Terms.

(9) Suspension/Discontinuation.

We may change, suspend, or discontinue, temporarily or permanently, all or part of Hulu [TVOD (Rental/Purchase)] Service (including the Content and the devices through which Hulu [TVOD (Rental/Purchase)] Service are accessed), with respect to any or all users, at any time without giving any notice. You acknowledge that Hulu may do so in Hulu's sole discretion. You also agree that Hulu will owe no liability to you for modification, suspension, or discontinuance of Hulu [TVOD (Rental/Purchase)] Service.

(10) Internet Access Charges.

You are responsible for any costs you incur to use the internet.

4. USE AND BILLING

(1) Introduction.

Access to the Content in Hulu [TVOD (Rental/Purchase)] Service requires payment by you of a viewing charge. "Cooling-off period" is not applicable to Hulu [TVOD (Rental/Purchase)] Service.

You can find the specific details regarding your Purchasing of the Content through Hulu [TVOD (Rental/Purchase)] Service at any time on Your Account page. Your account is for individual use only.

(2) Billing.

If you purchase or rent the Content, we will charge you viewing charges and any applicable taxes in connection with your Purchasing of the Content such as consumption tax ("Viewing charge, etc.") to the credit card ("Payment Method") that you provided during registration. When you use your Payment Method, you are subject to your credit card issuing company's terms and conditions and any other terms and conditions regarding your Payment Method and you agree that:

- If there is any change in your Payment Method information (credit card number, and/or expiration date), or if you want to use a different Payment Method, you will register such change or new Payment Method without delay; and
- ii. If your credit card number or expiration date is renewed from the one you have originally registered with us or your credit card has been reissued, but you fail to register those changes pursuant to subsection (ii) above, you will make payments of your Viewing charge, etc. by using your new Payment Method after the renewal or reissue that is known to your credit card issuing company.

As used in these Terms of Use, "billing" means either charging the amount due, as applicable, based on your Payment Method. Hulu will bill you for your Viewing charge, etc. at the Purchasing of the Content. The Viewing charge paid by you shall not be refunded for any reason.

If you subscribe to Hulu [SVOD] Service, you will be charged the monthly

subscription fee in accordance with Hulu [SVOD] Service Terms of Use.

(3) Unpaid Amounts.

We reserve the right to collect the amount, if any, you fail to pay in connection with Hulu [TVOD (Rental/Purchase)] Service. You are liable to Hulu for, and shall immediately pay to Hulu, all amounts payable by you, all costs and expenses we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs, and any other loss and damage we incur as a result of your nonpayment.

5. HULU ACCOUNTS

In order to use Hulu [TVOD (Rental/Purchase)] Service, you will be required to create an account with Hulu. You shall be responsible for all use of your account, including use of your account by other members of your household. By allowing others to access your account, you agree to be responsible for ensuring that they comply with these Terms of Use and you shall be responsible for their use of Hulu [TVOD (Rental/Purchase)] Service.

All account information you submit must be accurate and updated. You shall keep your password confidential and manage it securely at your responsibility. Please notify us as soon as you discover or suspect any unauthorized use of your account from here. Please also make sure to notify our customer service department if your account information changes, in case we need to contact you.

You may terminate your account by going to Your Account page, and choosing the "Cancel" option. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account.

We reserve the right to immediately terminate or restrict your account or your use of Hulu [TVOD (Rental/Purchase)] Service or access to the Content at any time, without giving prior notice or having to assume any liability, if Hulu determines in its sole discretion that you have breached these Terms of Use, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason.

We reserve the right to terminate your account or your use of Hulu [TVOD]

(Rental/Purchase)] Service or access to the Content if such use places an undue burden on our networks or servers. We may use technology to limit activities, such as the number of calls to the Hulu servers being made, and you agree to respect these limitations and not to take any steps to circumvent, disable, or bypass them.

6. COLLECTION AND USE OF PERSONAL INFORMATION

We will collect and use your personally identifiable information according to Hulu's Privacy Policy located at https://www.hjholdings.jp/privacy/. The Privacy Policy is incorporated and made part of these Terms of Use. By agreeing to these Terms of Use, you agree to be subject to the our Privacy Policy.

7. TRADEMARKS

The copyrights, trademark rights and other rights to Hulu and Hulu Store trademarks and logos, www.hulu.jp, www.happyon.jp, www.hjholdings.jp and other Hulu and Hulu Store marks, graphics, logos, scripts, and sounds ("Hulu Trademarks") are owned by Hulu or Hulu, LLC. In no event may you copy, download, or otherwise exploit any of the Hulu Trademarks.

8. UNSOLICITED SUBMISSIONS

It is Hulu's policy not to accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts, and to delete any such submission without reading it. You acknowledge and agree that any similarity between an unsolicited submission and any elements in any Hulu creative work, including a film, series, story, title, or concept, would be purely coincidental.

9. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

YOU SHALL USE HULU [TVOD (RENTAL/PURCHASE)] SERVICE AT YOUR OWN RISK. HULU [TVOD (RENTAL/PURCHASE)] SERVICE (INCLUDING TYPE AND CONTENT OF THE CONTENT) ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, HULU DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT WITH RESPECT TO HULU [TVOD (RENTAL/PURCHASE)] SERVICE; OR ANY SUCH WARRANTIES THAT HULU [TVOD (RENTAL/PURCHASE)] SERVICE WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HULU OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "HULU PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF HULU TVOD (RENTAL/PURCHASE) SERVICE (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE PROPERTIES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES; PROVIDED, HOWEVER, THAT TO THE EXTENT THESE TERMS OF USE ARE SUBJECT TO THE CONSUMER CONTRACT ACT, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES ARISING OUT OF ANY HULU PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IF CERTAIN LAWS (SUCH AS THE CONSUMER CONTRACT ACT) THAT APPLY TO YOU MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF HULU [TVOD (RENTAL/PURCHASE)] SERVICE OR 4,000 JPY (WHICHEVER IS LESS); PROVIDED, HOWEVER,

THAT TO THE EXTENT THESE TERMS OF USE ARE SUBJECT TO THE CONSUMER CONTRACT ACT, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES ARISING OUT OF ANY HULU PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HULU PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF HULU [TVOD (RENTAL/PURCHASE)] SERVICE (INCLUDING YOUR USE OF THE CONTENT). HULU RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

Apple, Google and other third parties have no involvement with any present campaigns offered in connection with Hulu [TVOD (Rental/Purchase)] Service.

10. GENERAL INFORMATION

(1) International Use.

You acknowledge that Hulu [TVOD (Rental/Purchase)] Service is limited by the rights that the Content's licensors granted to us, and that accessing and/or using technologies for accessing the Content from territories where Hulu does not have rights or does not offer services is prohibited. You may not access Hulu [TVOD (Rental/Purchase)] Service through any devices from outside Japan.

(2) Choice of Law and Forum.

These Terms of Use are governed by, and construed in accordance with, the laws of Japan. You agree that the Tokyo District Court has the exclusive jurisdiction to solve any dispute arising in connection with these Terms or Hulu [TVOD (Rental/Purchase)] Service.

(3) Reporting Violations, No Waiver/Reliance.

If you see other parties violating these Terms, we would appreciate it if you would let us know at legal@hjholdings.jp (subject line: "TOU Violation"). In addition, a waiver by Hulu to exercise the right against a person in connection with any provision of these Terms of Use shall not construed as a waiver of any right under that provision (or any other provision) against that person or any other person. Further, Hulu's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not be construed as a waiver of such right or remedy. Moreover, even if Hulu acts in a way that appears to you to be inconsistent with these Terms of Use, Hulu's action will not be deemed a waiver or constructive amendment of these Terms.

(4) Integration, Amendment, and Severability.

Please note that these Terms of Use, including Hulu's Privacy Policy which is incorporated in these Terms and any terms of use of Hulu authorized applications, features and devices, constitute the entire legal agreement between you and Hulu and govern your use of Hulu [TVOD (Rental/Purchase)] Service (including your use of the Content) (but excludes any services, if any, that Hulu may provide to you under a separate signed written agreement), and completely replace any prior agreements between you and Hulu in relation to Hulu [TVOD (Rental/Purchase)] Service.

Except as set forth in Section 2 above, these Terms may not be amended or varied except in a writing bearing a signature by Hulu; provided, however, that the term "signature" as used herein may not include an electronic or digital signature.

These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

(5) Contact Information.

If you have any questions or comments about these Terms, or if you have questions pertaining to your account, please contact our customer support department at the contact information listed below.

Address:HJ Holdings, Inc. Shiodome Wing 13F, 1-2-17 Higashi Shimbashi, Minato-ku, Tokyo 105-0021, Japan

Tel: 050-1741-3358 (fee required)

Open from 10:00 to 18:30, 7 days a week (except January 1)

Exhibit A

[the rented Content]

If you rent the Content, Hulu will grant you a non-exclusive limited license to view the Content, subject to the following conditions.

i. Streaming:

You can check the viewing period of the Content at the Content rental page. You are not allowed to view the rented Content simultaneously on two or more devices, provided, however, that you may register up to five devices simultaneously on Hulu [TVOD (Rental/Purchase)] Service.

ii. Download:

You can check the viewing period of the Content at the Content rental page. You are not allowed to view the rented Content simultaneously on two or more devices and you may download the rented Content to only one device, provided, however, that you may resister cumulative total of ten devices per year for downloading the Content and up to five devices simultaneously on Hulu [TVOD (Rental/Purchase)] Service.

[the purchased Content (EST)]

If you purchase the Content, Hulu will grant you a non-exclusive limited license to view the Content, subject to the following conditions.

i. Streaming:

You may view the purchased Content until Hulu [TVOD (Rental/Purchase)] Service or distribution of the purchased Content is expired. You are not allowed to view the purchased Content on three or more devices simultaneously, provided, however, that you may register up to five devices simultaneously on Hulu [TVOD (Rental/Purchase)] Service.

ii. Download:

You may view the purchased Content until Hulu [TVOD (Rental/Purchase)] Service is expired. You are not allowed to view the purchased Content on six or more devices simultaneously. You may download the purchased Content up to five devices and may resister cumulative total of ten devices per year to download the Content. You may watch the downloaded Content offline for 30 days. You may register simultaneously up to five devices on Hulu [TVOD (Rental/Purchase)] Service.

Exhibit B

OUTLINE OF POINTS

Purchase Points and Limited-Time Points as defined below are collectively referred to as "Points".

- (1) "Purchase Points" mean that the Prepaid Payment Instrument (as defined in Article 3, Paragraph 1 of Payment Service Act) that you can purchase from Hulu and use for your payment of the Viewing Charges etc. when purchasing or renting the Content or other products designated by Hulu (the "Content, etc.") in Hulu [TVOD (Rental/Purchase)] Service.
- (2) "Limited-Time Points" mean points that Hulu grants to you without any charge under the terms and conditions to be specified by Hulu at its sole discretion and that you may use for your payment of the Viewing Charges etc. when purchasing or renting the Content, etc. in Hulu [TVOD (Rental/Purchase)] Service, provided that you subscribe to Hulu [SVOD] Service.

PURCHASE POINTS

1. PURCHASE OF PURCHASE POINTS

- (1) You may purchase the Purchase Points by any of payment methods separately specified by Hulu.
- (2) You may purchase the Purchase Points up to the maximum amount of the Purchase Points you can hold.
- (3) The maximum amount of the Purchase Points you can hold is 100,000 points.

2. EXPIRATION DATE

The Purchase Points have no expiration date, however, that, when your Hulu account is deleted or suspended, the Purchase Points you have will be subject to provisions under "•HANDLING OF POINTS Article 2 (Handling of Point When Deleting Your

Account) " in Exhibit B.

3. REFUND/RETURN

- (1) The Purchase Points will not be refundable for any reason, unless otherwise required by applicable laws or regulations. The method of refund of the Purchase Points will be designated by Hulu in accordance with applicable laws and regulations, and will be notified by Hulu on its website or by any other ways Hulu deems appropriate.
- (2) Hulu will not return the Purchase Points for any reason once such Purchase Points has been used, provided, however, that Hulu will return the Purchase Points used for the transaction that has been canceled. In addition, in case the Content you purchased with the Purchase Points was not viewable due to cause of Hulu, Hulu will, at its discretion, return the Purchase Points used for transaction of such Content, provide you with the right to view the Content, or take other measures Hulu decides.

LIMITED-TIME POINTS

1. GRANTING OF LIMITED-TIME POINTS

- (1) Hulu will grant the Limited-Time Points to you if you meet the terms and conditions to be separately specified by Hulu ("Granting Conditions"), however, that, the Granting Conditions are subject to change without prior notice to you at Hulu's sole discretion.
- (2) Hulu may cancel granting the Limited-Time Points if you get to dissatisfy the Granting Conditions or violate the Granting Conditions. If you have already used all or part of the Limited-Time Points in above cases, you may be required to return or pay the Purchase Points, cash, or others Hulu specifies at Hulu's sole option equivalent to the amount of such already used Limited-Time Points, to Hulu.

2. EXPIRATION DATE

The Limited-Time Points will expire 3 months after the date of grant or a date to be separately specified by Hulu, which comes earlier, however, that, when your Hulu account is deleted or suspended, the Purchase Points you have will be subject to provisions under "•HANDLING OF POINTS Article 2 (Handling of Point When Deleting Your Account)" in Exhibit B.

3. REFUND/RETURN

- (1) The Limited-Time Points will not be redeemed for cash for any reason.
- (2) Hulu will not return the Limited-Time Points for any reason once such Limited-Time Points has been used, provided, however, that Hulu will return the Limited-Time Points used for the transaction that has been canceled. In addition, in case the Content you purchased with the Limited-Time Points was not viewable due to cause of Hulu, Hulu will, at its discretion, return the Limited-Time Points used for transaction of such Content, provide you with the right to view the Content, or take other measures Hulu decides. When returning the Limited-Time Points, only the Limited-Time Points that are still valid at the time of return will be returned to you.

HANDLING OF POINTS

1. USAGE OF POINTS

- (1) You may use the Points only in Hulu [TVOD (Rental/Purchase)] Service.
- (2) The Points may be used only in the Hulu account through which you purchased or you are granted such Points.
- (3) Depending on the viewing devices, the Points purchased or granted may not be usable. Please refer to Hulu's website for more information on the viewing devises on which the Points may be used.
- (4) There are certain contents among the Contents which are not available for being purchased by the Points.
- (5) You may use the Limited-Time Points for your payment of the Viewing Charges etc. when purchasing or renting the Content, etc. in Hulu [TVOD (Rental/Purchase)] Service, provided that you subscribe to Hulu [SVOD] Service.
- (6) The Points will be used in the order of earliest expiration date (or in the order of purchasing or being granted if the expiration dates are same). You may not specify which Points are to be used.

2. HANDLING OF POINTS UPON DELETING HULU ACCOUNT

When your account is deleted or suspended, all purchased or granted Points will be lost. Hulu will not refund or redeem any Point lost due to such deletion or suspension of your Hulu account. Even if you recreate the Hulu account, the Points that was already lost will not be recovered.

3. DISCLAIMER

HULU SHALL BE ENTITLED TO TERMINATE THE SERVICES RELATED TO THE POINTS IN ITS SOLE DISCRETION.

4. NOTE

You can view the balance of your Points, your purchase/usage history, etc. in your Hulu account.

5. PROHIBITED ACTIONS

You may not transfer, loan, sell, grant security interest on, pledge or otherwise dispose all or part of the Points you have purchased or been granted.