

Hulu Terms of Use

December 6, 2023

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”).

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 Services.”

(2) The Content is available for permissible viewing on or through the following (collectively, the “Properties”):

- i. the www.hulu.jp website (the “Hulu Site”); and
- ii. Hulu authorized applications, devices or other features.

(3) To enjoy Hulu Services 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, using any of Hulu Services (including accessing any Content) or applying for Hulu Services through a designated third party (“Designated Third Party”), you are agreeing to these Terms.

Hulu Services are available on a paid-subscription-only basis. In order to use Hulu Services, you will be required to subscribe to Hulu Services and pay a subscription fee in accordance with these Terms (Please refer to Section 4 for information pertaining to subscriptions and fees.).

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 Services after the effective date.

3. ACCESS AND USE OF HULU SERVICES

(1) Age Limitations.

If you are under the age of 18, you are not permitted to subscribe or use Hulu Services without involvement and approval of your parent or guardian. When you subscribe to Hulu Services by registering false information that you are 18 years old or older, you cannot avoid obligations under these Terms even if you cancel the subscription for the reason that you are a minor.

If you are under the age of 18, you may use Hulu Services through the account registered by your parent or guardian.

(2) Your License.

Subject to your continuous payment of the subscription fees and compliance with these Terms, Hulu will grant you a non-exclusive limited license to continuously use Hulu Services on the Properties, including viewing the Content on a streaming-only basis (a download option is available for some Content) through the Video Player, for personal and non-commercial purposes. You may only view the Content personally and for a non-commercial purpose 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 written permission by Hulu, you may not do any of the following acts regardless of whether you are subscribing or have cancelled Hulu Services:

- 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 Services and Content are protected by copyright, trademark, and other intellectual property laws.

You agree that Hulu owns and retains all rights to Hulu Services and further agree that any right in connection with the Content you view in Hulu Services is owned or controlled by Hulu and Hulu’s licensors.

(6) Your Responsibilities.

In order to keep Hulu Services 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 Services for lawful, non-commercial, and appropriate purposes only. You agree to observe Hulu Services, 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 Services 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 Services (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 Services);
- involves accessing Hulu Services (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 Services 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 Services, including Hulu's servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with Hulu Services (including the Content);
- uses Hulu Services 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 Services; 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 Services. In that case, you agree to immediately stop accessing or using (or attempting to access or use) in any way Hulu Services, 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 Services 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 Services, 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 Services.

(8) Use of Applications.

In order to participate in certain Hulu Services 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 Services (including the Content and the devices through which Hulu Services 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 Services.

(10) Internet Access Charges.

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

4. SUBSCRIPTIONS AND BILLING

(1) Introduction.

Access to the Content in Hulu Services requires payment by you of a subscription fee. "Cooling-off period" is not applicable to Hulu Services.

You can find the specific details regarding your subscription to Hulu Services at any time on Your Account page. Your Hulu Services account is for individual use only. You may view different Contents from up to 4 devices simultaneously except for limitations to the contrary we may impose.

(2) Billing.

If you subscribe Hulu Services, we will charge you monthly subscription fees, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of Hulu Services such as consumption tax (“Monthly Subscription Fee, etc.”) to the credit card or other payment method which enables continuous billing and is accepted by Hulu (“Payment Method,” provided that, “Hulu Ticket” as described below is not included in “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:

- i. You will continuously make payments of your Monthly Subscription Fee, etc. using your Payment Method unless you cancel your account;
- ii. 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
- iii. 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 Monthly Subscription Fee, 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 or debiting the amount due, as applicable, based on your Payment Method. Hulu will bill you for your Monthly Subscription Fee, etc. at the beginning of your subscription or expiration of your free trial period, if any, whichever is later, and on each monthly renewal thereafter unless and until you cancel your subscription or your account or service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, go to the billing information section on Your Account page (If you select Amazon IAP or Other Payment Method specified below, please contact Amazon or the Designated Third Party to obtain such information).

(3) Timing of billing.

We automatically bill your Payment Method each month on the calendar day

corresponding to the date on which you start subscription. However, if you change your Payment Method, this could result in changing the calendar day on which you are billed. In the event that you start subscription to Hulu Services on a day not contained in a given month, we will bill you according to your Payment Method on the last day of such month. Hulu may change the subscription fee or other charges for Hulu Services from time to time, and we will give you prior notice of the content of such change, if any, via email. All fees and charges are nonrefundable for any reason.

(4) Ongoing Subscription and Cancellation.

Your Hulu Services subscription will be renewed continuously on a monthly basis unless and until you cancel your subscription, or until your account or service is suspended or discontinued pursuant to these Terms. We will bill you an amount calculated by adding your Monthly Subscription Fee, etc. and applicable tax, based on the Payment Method you registered during registration (or to a different Payment Method if you change your account information). To avoid being billed for your Hulu Services for the following month, you must cancel them before your monthly subscription is renewed for the following month. If you cancel your use of Hulu Services during a given month, you will not receive a refund for that month but you will continue to have access to Hulu Services for the remaining period of that month. For instructions on how to cancel your account, please see Section 5, below.

(5) Hulu Ticket.

Notwithstanding the provisions set out in the preceding subsection, if you use a Hulu Ticket, you will have already paid monthly subscription fees for the entire period as shown on that Hulu Ticket (e.g. three months) when you have started using that Hulu Ticket. If you cancel your subscription of Hulu Services before the expiration of such period, the monthly subscription fees will not be refunded to you.

You may register Hulu Tickets for a period up to twelve (12) months in total for your account. If you haven't registered a Hulu Ticket as of the day following the expiration of your last Hulu Ticket, a subscription fee for one month will be billed on your Payment Method.

(6) Unpaid Amounts.

We reserve the right to collect the amount, if any, you fail to pay in connection with Hulu Services. 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.

(7) Free Trials.

We may offer a free trial of Hulu Services for certain qualifying users. The specific terms of free trials will be stated in our free trials marketing material. You are eligible for a free trial for one time only, unless otherwise approved in advance by Hulu. In case that you try to use a free trial more than once, unless prior permission is given by Hulu, we may refuse your use of free trials, and as the case may be, we may seek to hold you liable under civil or criminal law. For details regarding your free trial, if any, check your account.

Upon expiration of your free trial period, we will begin billing you on the Payment Method for monthly subscription fees corresponding to your subscription plan (plus any applicable taxes), unless you cancel prior to the expiration of your free trial. Unless otherwise indicated in the free trial description, you are obliged to register a valid Payment Method when redeeming a free trial offer.

You will not receive a notice from Hulu that your free trial has expired and your paid use of Hulu Services has begun. If you don't wish to be billed for your use of Hulu Services after the expiration of your free trial, you shall cancel your subscription prior to midnight Japan Standard Time on the last day of your free trial period. You can cancel your subscription to Hulu Services by following Section 5. If you cancel Hulu Services during your free trial period, the rest of your free trial period will be invalid.

To the extent Hulu Services subscriptions are offered in conjunction with purchases of, or payment for, third party products or services, you agree that Hulu will not be liable to you for any claims arising out of or related to your purchase or use of such third party products or services.

(8) iTunes Store Billing.

If you select iTunes Store Billing, the timing of billing described in subsection (3) above is not applicable. iTunes Store Billing commences 24 hours before the expiration of the period for which you have paid the Monthly Subscription Fee, etc. If you select iTunes Store Billing, your Monthly Subscription Fee, etc. will be billed as follows:

- i. Your Monthly Subscription Fee, etc. will be billed at the beginning of your subscription or 24 hours before the expiration of your free trial period, if any, whichever is later.
- ii. We automatically bill you based on your Payment Method each month on the calendar day corresponding to the date on which you start subscription to Hulu Services. In the event that you start subscription to Hulu Services on a day not contained in a given month, we will bill you based on your Payment Method (i.e. iTunes Store Billing) on the day prior to the last day of such month.
- iii. To avoid being billed for the following month, you must cancel your subscription to Hulu Services before your monthly subscription is renewed for the following month (i.e. 24 hours before the expiration of the period for which you have completed your payment).
- iv. We will begin billing you based on your Payment Method for your Monthly Subscription Fee, etc. corresponding to your subscription plan 24 hours before the expiration of your free trial period unless you cancel 24 hours before the expiration of your free trial. If you don't wish to be billed via iTunes Store Billing after the expiration of your free trial period, you must cancel your subscription prior to midnight Japan Standard Time of the day before the last day of your free trial period.

(9) Google Play Billing.

If you select Google Play Billing, the timing of billing described in subsection (3) above is not applicable. Google Play Billing commences 24 hours before the expiration of the period for which you have paid the Monthly Subscription Fee, etc. If you select Google Play Billing, your Monthly Subscription Fee, etc. will be billed as follows:

- i. Your Monthly Subscription Fee, etc. will be billed at the beginning of your subscription or 24 hours before the expiration of your free trial

period, if any, whichever is later.

- ii. We automatically bill you based on your Payment Method each month on the calendar day corresponding to the date on which you start subscription to Hulu Services. In the event that you start subscription to Hulu Services on a day not contained in a given month, we will bill you based on your Payment Method (i.e. Google Play Billing) on the day prior to the last day of such month.
- iii. To avoid being billed for the following month, you must cancel your subscription to Hulu Services before your monthly subscription is renewed for the following month (i.e. 24 hours before the expiration of the period for which you have completed your payment).
- iv. We will begin billing you based on your Payment Method for your Monthly Subscription Fee, etc. corresponding to your subscription plan 24 hours before the expiration of your free trial period unless you cancel 24 hours before the expiration of your free trial. If you don't wish to be billed via Google Play Billing after the expiration of your free trial period, you must cancel your subscription prior to midnight Japan Standard Time of the day before the last day of your free trial period.

(10) Amazon In-App Purchasing (Amazon IAP).

If you open your account in Amazon Fire TV or Fire TV Stick and select the payment by Amazon IAP, you will be billed for Monthly Subscription Fee, etc. to the credit card, etc. you register for your Amazon account. If you would like to know your billing date, your renewal date, how to change your subscription, or how to terminate your account, please contact Amazon. If you cancel the service offered by Amazon, you are not able to select Amazon IAP. Please consider changing your payment method.

(11) Billing by Designated Third Parties (Other Payment Method).

If you select to make payments via a Designated Third Party (such payment is called "Other Payment Method" here), the timing of billing described in subsection (3) above is not applicable. Other Payment Method is a payment by a Designated Third Party to Hulu, responding to your request to the Designated Third Party for payment on behalf of you. You will be billed for Monthly Subscription Fee, etc. by the Designated Third Party, together with the fee for the service other than Hulu Services provided by the Designated Third Party

(“Designated Third Party’s Service”). Accordingly, please note that (i) the start date of your subscription for Hulu Services or the end of your free trial period (if any) differs from the date on which you pay the amount equal to Monthly Subscription Fee, etc. to the Designated Third Party, and that (ii) you may not be able to pay by Other Payment Method due to your failure of payment to the Designated Third Party (depending on the Designated Third Party’s discretion) and you may not be able to enjoy Hulu Services.

With respect to your eligibility for a free trial and the length of your free trial period (if any), your billing date, your renewal date, how to change your subscription, and how to terminate your account, you are subject to the provisions set out by the Designated Third Party you use. If you cancel the service offered by your Designated Third Party, you are not able to select Other Payment Method. Please consider changing your payment method.

5. HULU ACCOUNTS

In order to subscribe to Hulu Services, 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 Services.

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 Subscription” option. (If you select iTunes Store Billing, Google Play Billing, Amazon IAP or Other Payment Method, please contact iTunes Store, Google Play, Amazon or the Designated Third Party). 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 Services 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 Services 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 Hulu 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 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 submissions 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 SERVICES AT YOUR OWN RISK. HULU SERVICES 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 SERVICES; OR ANY SUCH WARRANTIES THAT HULU SERVICES 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, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF HULU SERVICES (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 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 SERVICES (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 Service.

10. GENERAL INFORMATION

(1) International Use.

You acknowledge that Hulu Services are 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 Services 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 Services.

(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 be 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 Services (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 Services.

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 subscription, 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

"Purchase Points" mean that the Prepaid Payment Instrument (as defined in Article 3, Paragraph 1 of Payment Service Act) that you can purchase in Hulu Services or Hulu Store Services and use for payment of purchasing or renting the Content or other products designated by Hulu (the "Content, etc.") in Hulu Store Services.

"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 Store Services, provided that you subscribe to Hulu Services.

Please note that Purchase Points and Limited-Time Points (collectively, "Points") may not be used for payment of Hulu Services' Monthly Subscription Fees, etc. You must agree to the Terms of Use for Hulu Store Services before you use your purchased or granted Points. For more information on the Points, please refer to Exhibit B attached to the Terms of Use for Hulu Store Services.