

Hulu Store Terms of Use

April 1, 2022

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 Store Services.”

Hulu Store Services is another service provided by Hulu.

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

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

(3) To enjoy Hulu Store 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 or using any of Hulu Store Services (including accessing any Content), you are agreeing to these Terms.

Hulu Store Services are available on fee paid-basis only. In order to use Hulu Store Services, 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.).

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 Store Services after the effective date.

3. ACCESS AND USE OF HULU STORE SERVICES

(1) Age Limitations.

If you are under the age of 18, you are not permitted to use Hulu Store Services without involvement and approval of your parent or guardian. When you use Hulu Store 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 use of Hulu Store Services for the reason that you are a minor.

If you are under the age of 18, you may use Hulu Store Services 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 cancelled Hulu Store 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 Store Services and the Content are protected by copyright, trademark, and other intellectual property laws.

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

(6) Your Responsibilities.

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

(8) Use of Applications.

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

(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 Store Services requires payment by you of a viewing charge. "Cooling-off period" is not applicable to Hulu Store Services.

You can find the specific details regarding your Purchasing the Content through Hulu Store Services 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:

- i. 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 the Content. The Viewing charge paid by you shall not be refunded for any reason.

(3) Unpaid Amounts.

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

5. HULU ACCOUNTS

In order to use Hulu Store 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 Store 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” 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 Store 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 Store 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 Store 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 STORE SERVICES AT YOUR OWN RISK. HULU STORE SERVICES (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 STORE SERVICES; OR ANY SUCH WARRANTIES THAT HULU STORE 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 STORE 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 STORE SERVICES OR 4,000 JPY (WHICHEVER IS LESS).

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 STORE 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 Store Services.

10. GENERAL INFORMATION

(1) International Use.

You acknowledge that Hulu Store 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 Store 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 Store 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 Store 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 Store 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 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 Store Services.

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 register cumulative total of ten devices per year for downloading the Content and up to five devices simultaneously on Hulu Store Services.

[the purchased Content]

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 Store Services 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 Store Services.

ii. Download:

You may view the purchased Content until Hulu Store Services 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 register cumulative total of ten devices per year to download the Content. You may register simultaneously up to five devices on Hulu Store Services.