

## **Terms of Use**

Effective Date: April 1, 2019

### **1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE**

(1) HJ Holdings, Inc. (“Hulu”, “we” or “us”) provides an online video service offering a selection of television shows, movies, clips, and other content (collectively, the “Content”). Our video service, the Content, our player for viewing the Content (the “Video Player”) and any other features, tools, applications, materials, or other services offered from time to time by Hulu in connection with its business, however accessed, are referred to collectively as the “Hulu Services.”

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

- i. the [www.happyon.jp](http://www.happyon.jp) website (the “Hulu Site”); and
- ii. Hulu authorized applications, features or devices.

(2) Use of the Hulu Services (including access to the Content) on the Properties is subject to compliance with these Terms of Use (“Terms of Use” or “Terms”) and any end user license agreement that might accompany a Hulu application, feature or device.

The Hulu Services are available on a paid-subscription-only basis. In order to access the Hulu Services, you will be required to subscribe to the Hulu Services and pay a subscription fee. Information pertaining to subscriptions and fees is provided in Section 4, below.

(3) It is our pleasure to provide the Hulu Services for your personal enjoyment and entertainment in accordance with these Terms of Use. To access and enjoy the Hulu Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use. By visiting the Hulu Site, using any of the Hulu Services (including accessing any Content) or applying for a service operated by OPTAGE Inc. (formerly known as “K-Opticom Corporation”, doing business as “mineo”) and Excite Japan Co., Ltd. (doing business as “excite”) (“Designated Third Party”) through its website, you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at: [legal@hjholdings.jp](mailto:legal@hjholdings.jp) or at the address or telephone number at the end of this document.

### **2. CHANGES TO THE TERMS OF USE BY HULU**

Hulu may amend these Terms of Use at any time by posting the amended Terms of Use on the Hulu website at [www.hjholdings.jp](http://www.hjholdings.jp). If we make a material amendment to these Terms of Use, we will notify you by posting notice of the amendment on the Hulu Site.

Any material amendment to these Terms of Use shall be effective automatically 30 days after it is initially posted or, for users who register or otherwise provide opt-in consent during this 30 day period, at the time of registration or consent, as applicable.

### **3. ACCESS AND USE OF THE HULU SERVICES**

#### **(1) Age Limitations.**

The Hulu Services are not intended to be registered or used by children without involvement and approval of a parent or guardian. If you are under the age of 18, you are not permitted to register with Hulu or provide your personal information to Hulu, and therefore, you may use the Hulu Service through the account registered by your parent or guardian. If you are at least 18 and under 20 years of age, you may register with Hulu and use the Hulu Service only if you have the consent of your parent or guardian.

#### **(2) Your License.**

Subject to your continuous payment of the subscription fees and compliance with these Terms, Hulu is pleased to grant you a non-exclusive limited license to continuously use the Hulu Services on the Properties, including accessing and viewing the Content on a streaming-only basis (a download option is available for some contents) through the Video Player, for personal, non-commercial purposes as set forth in these Terms.

#### **(3) The Content.**

You may only access and view the Content personally and for a non-commercial purpose in compliance with these Terms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by Hulu in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Hulu in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Hulu. You may not build a business utilizing the Content, whether or not for profit. The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that

otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by Hulu in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

#### (4) The Video Player.

You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player in any manner that enables users to view the Content without:

- i. displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and
- ii. having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective, or click-through advertising functionality.

#### (5) Offline Playback

A download option is available for some of the Content. You may download such Content to your device and view without Internet connection (“Offline Playback”). You will be required to follow the restrictions upon the exhibition period, the duration of Offline Playback, the number of the Content you download, etc. For more details, please see [here](#).

#### (6) Ownership.

You agree that Hulu owns and retains all rights to the Hulu Services. You further agree that the Content you access and view as part of the Hulu Services is owned or controlled by Hulu and Hulu’s licensors. The Hulu Services and the Content are protected by copyright, trademark, and other intellectual property laws.

#### (7) Your Responsibilities.

In order for us to keep the Hulu Services safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Hulu Services for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Hulu Services, Content, and Video Player restrictions detailed above, and further agree that you will not access the Hulu Site or use the Hulu Services in a way that:

- violates the rights of others, including patent, trademark, trade secret, copyright,

privacy, publicity, or other proprietary rights;

- uses technology or other means to access, index, frame or link to the Hulu Services (including the Content) that is not authorized by Hulu (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Hulu Services);
- involves accessing the 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 the 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 the Hulu Services, including Hulu’s servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Hulu Services (including the Content);
- uses the Hulu Services to advertise or promote services that are not expressly approved in advance in writing by Hulu;
- collects personally identifiable information in violation of Hulu’s Privacy Policy;
- 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 the 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 block or restrict your access or use of the Hulu Services.
- In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Hulu Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

(8) No Spam/Unsolicited Communications.

We know how annoying and upsetting it can be to receive unwanted email or instant messages from people you do not know. Therefore, no one may use the Hulu Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may take any technical remedies to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. If you Post (as defined below in Section 7) or otherwise send spam, advertising, or other unsolicited communications of any kind through the Hulu Services, you acknowledge that you will have caused substantial harm to Hulu and that the amount of such harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Hulu 4,000 JPY for each such unsolicited communication you send through the Hulu Services.

(9) Application.

In order to participate in certain Hulu Services or access certain Content, you may be notified that it is necessary to download application software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

(10) Suspension/Discontinuation.

We hope not to, but we may change, suspend, or discontinue (temporarily or permanently) some or all of the Hulu Services (including the Content and the devices through which the Hulu Services are accessed), with respect to any or all users, at any time without notice. You acknowledge that Hulu may do so in Hulu's sole discretion. You also agree that Hulu will not be liable to you for any modification, suspension, or discontinuance of the Hulu Services, although Hulu may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, we may credit additional days of service to your account) in accordance with Section 4 below. However, if Hulu terminates your account or suspends or discontinues your access to Hulu Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

(11) Internet Access Charges.

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

(12) Customer Support.

If we can be of help to you, please do not hesitate to contact our customer support department by contacting us at the address or telephone number listed below. It would be our pleasure to serve you.

#### **4. SUBSCRIPTIONS AND BILLING**

(1) Access to the Content in the Hulu Services requires payment by you of a subscription fee. **“Cooling-off period” is not applicable to Hulu service.**

You can find the specific details regarding your subscription to Hulu Services at any time by clicking on Your Account. You agree that your Hulu Services account is for individual use only and your Hulu Services account is limited to only one simultaneous stream at a time. Additionally, you agree that for various reasons, such as restrictions from content licensors and other limitations or considerations from third parties, certain Content that may be accessible through one Property may not be accessible through other Properties. For consistency, a “day” for purposes of these Terms of Use begins at 12:00 a.m. Japan Standard Time and ends at 11:59 p.m. Japan Standard Time of that same calendar day.

(2) Billing.

By signing up for your Hulu Services subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of the Hulu Services (collectively “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 agree the following in addition to the terms and conditions set by your credit card issuing company or such other terms and conditions regarding Payment Method.

- i. You will continuously make payments of Monthly Subscription Fee, etc. 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 change Payment Method itself, you will register such change by clicking on Your Account without delay.
- iii. You can find the specific details regarding your subscription to Hulu Services at any time by clicking on Your Account. You agree that your Hulu Services account is for individual use only and your Hulu Services account is limited to only one simultaneous stream at a time. Additionally, you agree that for various reasons, such as restrictions from content licensors and other limitations or considerations from third parties, certain Content that may be accessible through one Property may not be accessible through other Properties. You can find the specific details regarding your subscription to Hulu Services at any time by clicking on Your Account. You agree that your Hulu Services account is for individual use only and your Hulu Services account is limited to only one simultaneous stream at a time. Additionally, you agree that for various reasons, such as restrictions from content

licensors and other limitations or considerations from third parties, certain Content that may be accessible through one Property may not be accessible through other Properties. Even if you fail to register the changes as required by the subsection (b) above, you will make payments of Monthly Subscription Fee, etc. by new information of Payment Method known to the credit card issuing company, in case that the credit card number and/or expiration date has been renewed, or the credit card has been re-issued.

- iv. There is a case that the credit card issuing company designated by you does not make payment of Monthly Subscription Fee, etc.

As used in these Terms of Use, “billing” shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed 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 the 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.

### (3) Timing of billing.

We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your subscription. However, if you change your Payment Method, this could result in changing the calendar day upon which you are billed. In the event your subscription began on a day not contained in a given month, we will bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on March 31, your Payment Method would next be billed on April 30. You acknowledge that the amount billed each month may vary due to promotional offers, changes in your subscription plan, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts. If Hulu changes the subscription fee or other charges for the Hulu Services from time to time, we will post advance notice of these changes on the Hulu Site. However, we will not be able to notify you of changes in any applicable taxes.

All fees and charges are nonrefundable. Very rarely, if there are special circumstances where Hulu determines it is appropriate (e.g., the Hulu Services are unavailable for days due to technical difficulties), we may provide credits to affected subscribers. The amount and form of such credits, and the decision to provide them, are at Hulu’s sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstances.

### (4) Ongoing Subscription and Cancellation.

Your Hulu Services subscription will continue in effect on a month-to-month basis unless and until you cancel your subscription, or until the account or service is otherwise suspended or discontinued pursuant to these Terms. You must cancel your subscription before it renews each month in order to avoid the next month's billing. We will bill Monthly Subscription Fee, etc. to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). If you cancel your subscription during a given month, you will not receive a refund but you will continue to have access to the Hulu Services for the remainder of that month. For instructions on how to cancel your account, please see Section 5, below.

#### (5) Hulu Ticket

If you use Hulu Ticket, you agree to pay the Monthly Subscription Fee, etc. for the entire period as provided in the Hulu Ticket (e.g. three months) at the timing of your use. Thus, please note that the next billing (i.e. renewal of your account) will come after such period and not necessarily come next month, and that you will receive no refund even if you cancel your subscription before the expiration of such period.

You may register Hulu Ticket up to twelve (12) months in total for your account. As of the day after the expiration of the period for one Hulu Ticket, we will bill the Monthly Subscription Fee for one month unless you register the other Hulu Ticket.

#### (6) Unpaid Amounts.

In order to sustain the Hulu Services, it is important that each user of the Hulu Services honor the payment obligations to which the user agreed. Accordingly, we reserve the right to pursue any amounts you fail to pay in connection with the Hulu Services. You will remain liable to Hulu for all such amounts and all costs we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

#### (7) Free Trials.

On occasion, we may be authorized to offer the use of the Hulu Services through free trials for certain qualifying users. If we offer you a free trial, the specific terms of your free trial will be stated in the marketing material describing the particular free trial. Free trials are offered for the purpose of letting you know the excellence of Hulu Services and leading you to paying subscription. For this reason, you are eligible for free trials for one time only. If by any chance you breach the above, we also reserve the right to refuse or terminate your use of free trials, and as the case may be, we may take legal actions against you under the civil laws and/or criminal laws. We are unable to accommodate combining free trials with any other offers. To view the specific details regarding your free trial, if any, click on Your Account.



Once your free trial period ends, we will begin billing your Payment Method for monthly subscription fees corresponding to your subscription plan (plus any applicable taxes), unless you cancel prior to the end of your free trial. For that reason, unless otherwise indicated in the free trial description, you may be asked to set up a valid Payment Method when redeeming a free trial offer.

It is very important to understand that you will not receive a notice from Hulu that your free trial subscription has ended or that your paying subscription has begun. If you wish to avoid charges to your Payment Method, you must cancel your subscription prior to midnight Japan Standard Time on the last day of your free trial period. You can cancel your account and your subscription by following the instructions provided in Section 5, below. If you cancel your account during free trial period, the rest of free trial period will be invalid. You may cancel your subscription at anytime. 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 above is not applicable. iTunes Store Billing commences 24 hours before the end of the current subscription month or the free trial period (if any) (i.e. the period for which you have completed the payment). Therefore, the timing of billing to you will be as follows:

- i. The subscription fee 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 your Payment Method each month on the calendar day corresponding to the commencement of your subscription. However, if you change your Payment method, this could result in changing the calendar day upon which you are billed. In the event your subscription began on a day not contained in a given month, we will bill your Payment Method (i.e. iTunes Store Billing) on the last day of such month. For example, if you become a paying subscriber on March 31, your Payment Method would next be billed on April 29, which is one day before April 30.
- iii. You must cancel your subscription before it renews each month in order to avoid the next month's billing (i.e. 24 hours before the end of the current subscription month)
- iv. When you use free trials and you wish to avoid charges to your Payment Method, you must cancel your subscription prior to midnight Japan Standard Time of the day before the last day of your free trial period.

#### (9) 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, 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 of changing your payment method.

#### (10) Third Party Billing

If you select the payment by OPTAGE Inc. (formerly known as “K-Opticom Corporation “, doing business as “mineo”) and Excite Japan Co., Ltd. (doing business as “excite”) (“Designated Third Party”) (such payment is called “Other Payment Method” here), the timing of billing described 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 Service provided by the Designated Third Party (“Designated Third Party’s Service”). Accordingly, please note that (i) the start date of your subscription for Hulu Service or the end of your free trial period (if any) differs from the date 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 Service. If you would like to know your length of free trial period (if any), your billing date, your renewal date, how to change your subscription, how to terminate your account, please contact the Designated Third Party you use.

If you cancel the Designated Third Party’s Service, you are not able to select Other Payment Method. Please consider of changing your payment method.

## **5. SUBSCRIBER ACCOUNTS**

In order to subscribe to the Hulu Services, you will be required to create an account with Hulu.

You are 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 agree to be responsible for their use of the Hulu Services.

All account information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any Hulu representative. You are responsible for all use on your account, including unauthorized use by any third party, so

please be very careful to guard the security of your password. Please notify us as soon as you know of, 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. 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 the Hulu Services or access to Content at any time, without notice or 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 also reserve the right to terminate your account or your use of the Hulu Services or access to Content if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, 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 take any steps to circumvent, avoid, or bypass them.

## **6. COLLECTION AND USE OF PERSONAL INFORMATION**

For information about Hulu’s policies and practices regarding the collection and use of your personally identifiable information, please read Hulu’s Privacy Policy located at <https://www.hjholdings.jp/privacy/>. The Privacy Policy is incorporated and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the Hulu Site and use of the Hulu Services on any of the Properties are governed by the Hulu Privacy Policy in effect at the time of your use.

## **7. TRADEMARKS**

Hulu, the Hulu logo, [www.hulu.jp](http://www.hulu.jp), [www.happyon.jp](http://www.happyon.jp), [www.hjholdings.jp](http://www.hjholdings.jp) and other Hulu marks, graphics, logos, scripts, and sounds (“Hulu trademarks”) are copyrighted works or trademarks of Hulu or Hulu, LLC. None of the Hulu trademarks may be copied, downloaded, or otherwise exploited.

## **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. Hulu’s policy is to delete any such submission without reading it. Therefore, 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**

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE HULU SERVICES, YOU AGREE THAT USE OF THE HULU SERVICES IS AT YOUR OWN RISK. THE HULU SERVICES, INCLUDING THE HULU SITE AND THE OTHER PROPERTIES, THE CONTENT, THE VIDEO PLAYER, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE PROPERTIES, ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING 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; OR THAT THE 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 THE 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. CERTAIN LAWS (SUCH AS THE CONSUMER CONTRACT ACT) MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, 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 THE HULU SERVICE OR 4,000 JPY (WHICHEVER IS LESS).

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO 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 THE 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.

## **10. GENERAL INFORMATION**

International Use.

We are a company based in Japan. Hulu's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Hulu does not have rights or does not offer services is prohibited. The Hulu Services are not accessible through any devices from outside Japan.

Choice of Law and Forum.

These Terms of Use are governed by, and construed in accordance with, the laws of Japan. In the event of a claim by you against Hulu, or by Hulu against you, you agree to submit to the exclusive jurisdiction of the Tokyo District Court.

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](mailto:legal@hjholdings.jp) (subject line: "TOU Violation"). Precisely how Hulu responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Hulu's precise response with respect to one party or one situation as any indication of what Hulu might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the

violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Hulu's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not constitute a waiver of such right or remedy. Even if Hulu acts in a way that appears to you to be inconsistent with these Terms of Use, Hulu's action shall not be deemed a waiver or constructive amendment of these Terms.

#### Integration, Amendment, and Severability.

Please note that these Terms of Use, including Hulu's Privacy Policy which is incorporated in these Terms and any end user license agreement that might accompany Hulu authorized applications, features and devices, constitute the entire legal agreement between you and Hulu and govern your use of the 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 replaces any prior agreements between you and Hulu in relation to the Hulu Services. Except as set forth in Section 2 above, these Terms may not be amended or varied except in a writing signed by Hulu. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for these purposes, a signature or "signed" writing or written agreement 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.

#### 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.

HJ Holdings, Inc.

Shiodome City Center 36F,

1-5-2 Higashi Shimbashi,

Minato-ku, Tokyo, 105-7136, Japan

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