

Terms and Conditions (For Users outside of Japan)

*If you are using our service outside of Japan, please be sure to read and agree to the following Terms and Conditions.

These Terms and Conditions set forth the terms and conditions of use for the services provided through "ABEMA" (hereinafter referred to as the "Service", together with the application that must be installed when using the Service) operated by AbemaTV, Inc. (hereinafter referred to as "Abema", "we", "our" or "us"). In order to ensure the smooth operation of the Service, the guidelines, precautions, and other rules and regulations regarding the use of the Service that are separately stipulated by Abema within the Service as necessary shall be incorporated as part of these Terms and Conditions. (if a person under the age of eighteen (18) uses the Service, please obtain prior consent from a person with parental authority and use the Service together)

Before using the Service, please be sure to read and agree to these Terms of Use and [Privacy Policy](#).

By using the Service, you (hereinafter referred to as the "User") agree to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not use the Service.

Article 1 (Terms and Conditions for the use of the Service)

1. The User may use the Service on the premise that they agree to these Terms and Conditions. The User shall use the Service within the scope specified by us according to the conditions stipulated by us, such as usage and usage environment. When using the Service, the User shall always confirm these Terms and Conditions for each function or service.

2. If necessary, we may add new services to the Service, change the contents or name of the Service, and the User shall use the Service upon prior consent to these changes.

Article 2 (User Information)

1. We may obtain the following information (hereinafter referred to as "User Information") regarding the Service.

(1) Personal information: The User's name, email address, date of birth and gender.

(2) Information about the terminal used: Device, OS, the User agent, cookies, advertisement identifier "IDFA/Android Ad ID", terminal language setting, access country, etc.

(3) Information on communication environment: telecommunications carriers, communication environments, IP addresses, access areas, etc.

(4) Usage information: version of the Service, history of use of the Service, etc.

2. When storing and accumulating the User Information, we shall handle the User Information in accordance with our Privacy Policy, and use it for the following purposes:

(1) Operation of the Service (including providing all information to the User from Abema).

(2) Planning and providing better services and advertisements by analyzing user trends and measuring advertising effectiveness.

(3) Adjustment to prevent the same advertisement from being exposed more than once by retaining information such as status.

(4) Providing information about our services (not limited to the Service) or the products and services of advertisers and affiliated companies that we deem useful to the User.

(5) Contacting the User about matters that significantly affect the operation of the Service (including, but not limited to, significant changes in the Service content and suspension).

(6) Contacting the User to request consent for the handling of the User Information.

(7) Compiling statistical information pertaining to the usage of the Service, publication of such statistical information on the Service or our website, etc., and sales or other provision to third parties..

(8) Providing program recommendations, behavioral targeting advertisements and other optimal information based on the age, occupation, gender, hobbies and preferences of the User.

3. When the User terminates the use of the Service or we terminate the operation of the Service, we reserve the right, in our sole discretion to delete all User Information and will not respond to requests to return such information.

Our contact point for the Service is as follows:

Customer Services Group

info@support.abema.tv

Article 3 (Fees and Expenses)

1. In principle, the User shall be able to use the Service free of charge. However, we may charge for all or part of the features that can be added or extended by the User's choice, and provide other paid services.

2. We may at our discretion, change the price of any feature of the Service that is free or charged. Users shall give advance consent that if they do not agree to such changes, they may not be able to use all or part of the Service.

3. The User shall bear the cost of the purchasing, installing, and maintaining the terminal necessary for the use of the Service, as well as any communication costs incurred when receiving the Service.

Article 4 (Campaigns and Questionnaires)

1. We shall be able to conduct campaigns and questionnaires at any time as part of the Service to the User.

2. Intellectual property rights such as copyrights and other rights arising on contents of responses such as campaigns and questionnaires by the User shall be transferred to us as soon as the User sends a response to us, the information contained in the content of response, shall be used in accordance with the Privacy Policy stipulated by us.

3. In the event of a campaign or questionnaire, we may provide gifts to persons separately selected by us among the Users (hereinafter referred to as "Winner").

4. Users who wish to participate in a campaign or questionnaire may be required to register the information necessary in a method specified by us to receive gift(s), etc.

5. If a Winner does not register as described in the preceding paragraph, or registers false information, or if Abema determines that there is a possibility that the Winner may have registered false information, the Winner will not be able to receive the gift.

6. We shall not be obligated to compensate the Winner for any damages caused by the gift or the preceding paragraph.
7. The User shall not assign, transfer, pledge or otherwise dispose of any position regarding the gift(s) given by us to any third party.

Article 5 (Cooperation with Partner Services)

1. We may link the Service with services operated by third parties such as our affiliated companies (hereinafter referred to as "Partner Services").
2. Users who learn about the Service through the Partner Services shall recognize that the Partner Services and the Service are separate services and shall agree to these Terms and Conditions separately from the terms of use of the Partner Services.
3. Users who get to know Partner Services through the Service shall understand that the Partner Services and the Service are separate services, and if there are any terms of use of the Partner Services other than these Terms of Use, they shall agree to them and use the Partner Services in accordance with the method specified by Partner Services.
4. We shall not be liable for the use of the Partner Services by the User and the information that the User receives from the Partner Services.

Article 6 (Intellectual Property Rights)

1. Copyrights and other intellectual property rights, portrait rights, publicity rights and other moral rights, ownership rights and other property rights arising from the various content provided through the Service (hereinafter referred to as "Contents"), the text, images, programs and any other information that constitutes the Service belong to Abema or a third party with the right.
2. Users shall not use (reprint, duplicate, modify, store, or transfer) the Contents beyond the scope of use granted by us in the Service. Users shall agree in advance that Abema may change the terms of use of the Contents as necessary and that Abema may take measures deemed necessary, such as deleting or suspending the use of the relevant Contents, depending on the content of such changes in the terms of use.

Article 7 (Prohibited Items)

1. The User shall not engage in any of the following acts or acts that may lead to such acts:

- (1) Acts that violate laws, public order and morals, or these Terms and Conditions;
- (2) Acts that infringe copyrights or other intellectual property rights, portrait rights, publicity rights or moral rights, ownership rights or other property rights of Abema or any third party;
- (3) The act of modifying, damaging, or disassembling, decompiling, or reverse engineering the Service;
- (4) Act of acquiring the Contents in an unauthorized manner or encouraging such actions;
- (5) Acts that unfairly discriminate or slander Abema or a third party, or acts that impair the reputation or credibility of Abema or the Service;
- (6) A profit-making act that is conducted without the approval of us;
- (7) Any acts that cause or may cause nuisance or damage to Abema or a third party;
- (8) Acts that interfere with the operation of the Service;
- (9) Any other acts deemed inappropriate by Abema.

2. In the event that we deem that a User has engaged in any of the prohibited activities set forth in the preceding paragraph, we may suspend the use of all or part of the Service, restrict the use of the Service, or take any other measures deemed appropriate by us.

3. If the User falls under any of the items in Paragraph 1, we shall be entitled to demand compensation from the User for any and all damages (including reasonable attorney's fees) incurred by us as a result of the User's actions.

Article 8 (Suspension, Discontinuation and Termination of the Service)

1. We may suspend all or part of the Service for any of the following reasons:

- (1) When we perform regular or emergency maintenance and inspection of the computer system for the provision of the Service;
- (2) When the operation of the Service becomes impossible due to emergency situations such as fires, blackouts, or natural disasters;
- (3) When the operation of the Service becomes impossible due to wars, civil strifes, riots, disturbances, labor disputes, etc.;

- (4) If the Service cannot be provided due to malfunction of the computer system used for providing the Service, unauthorized access from a third party, infection of computer viruses, etc.;
 - (5) If the Service cannot be provided due to measures taken in accordance with laws, ordinances, etc.;
 - (6) When we have informed the User in advance by email or other means within a reasonable extent;
 - (7) Other cases where we deem it unavoidable.
2. When we stop operating the Service pursuant to the preceding paragraph, we shall, to a reasonable extent, notify the User to that effect in advance by means of posting to the Service or the website separately designated by us. However, this shall not apply in the event of an emergency.

Article 9 (Form of Provision of the Service)

- 1. We may, without prior consent of the User, use the Service to post advertisements and the like.
- 2. We may, without the prior consent of the User, categorize or rank the Service in a manner we deem as appropriate. In addition, we may, at any time, provide the Users with different types of services according to the categorization or ranking, and in different forms for each User.

Article 10 (Disclaimer)

- 1. We do not warrant the legality, accuracy, appropriateness, validity, morality, or existence of rights or licensing with respect to any information contained in the Service.
- 2. We shall, in the event that the content of the advertisement information delivered through the Service violates the rights of the User or third parties, or in the event disputes arises due to infringement of the rights, we shall not be liable for such infringement or disputes, except in cases of willful misconduct or gross negligence on our part.
- 3. We shall not be liable for any and all damages (including, but not limited to, damages resulting from loss of information, etc.) incurred by the User due to the suspension, discontinuation, or termination of the Service in accordance with Article

8, Paragraph 1, or changes to the Service in accordance with Article 1, Paragraph 2, except in cases where we were intentionally or grossly negligent.

4. We shall not be liable for any damages arising from the environment of the communication terminal, line, software, etc. used by the User, or by computer virus infection, etc. In addition, we may notify the User about the relevant environment, etc. by the method separately determined.

5. We shall not be liable for any damages incurred by the User arising from the use of the Service other than those listed in the preceding paragraphs, except in cases where we were intentionally or grossly negligent.

Article 11 (Prohibition of Assignment of Rights and Obligations)

The User shall not assign, succeed or pledge, or otherwise dispose of any rights or obligations under these Terms and Conditions to any third party without the prior written consent of Abema.

Article 12 (Revision of these Terms and Conditions)

1. We may revise these Terms and Conditions at any time.

2. When we intend to revise these Terms and Conditions, we shall notify the User at any time using the Service or the website specified separately by us.

3. In accordance with the preceding paragraph, if the User continues to use the Service after a period of time specified by us from the date of notification of the revision of these Terms and Conditions, the User shall be deemed to have consented to the revision of these Terms and Conditions, the amended Terms and Conditions shall become effective between the User and Abema.

4. The User shall not be able to file the ignorance or non-acceptance of such content after the time of the effective occurrence as stipulated in the preceding paragraph.

Article 13 (Consultation and Court of Jurisdiction)

1. In the event of any doubt or problem arising between the User, Abema, or a third party in connection to the Service, Abema shall consult in good faith on a case-by-case basis and attempt to resolve the issue.

2. All lawsuits and other disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court in the first instance.

Article 14 (Governing law)

These Terms and Conditions shall be governed by Japanese law and construed in accordance with the Japanese law.

Effective Date: February 1st, 2019

Revision Date: September 15th, 2021