

## User Agreement for Name Japanese Services

This Agreement is a contract between you and Name Japanese and applies to your use of our Services. The “Services” mean all files, materials, services and products available through the Name Japanese web site, located at [www.namejapanese.com](http://www.namejapanese.com) (the “Site”). All future Changes for this Agreement will be published with a new Agreement in the Name Japanese web site.

This is an important document. Please read and consider carefully before using our Services at any time. Accepting your orders means that you have agreed with this contract.

### 1. Who we are

Name Japanese is only a Service Provider. Name Japanese is a small business group launched in January 2013. Our main business is 1) to design and suggest Japanese characters with appropriate meanings to non-Japanese names, 2) to suggest Japanese characters for use in Tattoos, 3) to consult the use of Japanese language for your personal use, 4) to consult and proofread Japanese language for documents written in Japanese, and 5) to consult the use of Japanese language for retail services and products including shops and advertisement in a small/large business. Name Japanese does not service, consult or proofread any Chinese language. In this agreement, “we” means Name Japanese, administrator of the Site.

### 2. Our relationship with you

#### 2.1 Definition of You

In this agreement, “you”, the “Customer” or the “Client” means you. If you work on behalf of your employer or a member of account entity, then “you” means employer or entity and affiliates. You represent and warrant that you have full legal authority to bind with your employer or such other entity if you work on behalf of your employer or a member of account entity.

#### 2.2 Your privacy

Your personal information must be protected when they are provided to Name Japanese. Our Privacy Policy ([www.namejapanese.com/Privacy\\_policy.html](http://www.namejapanese.com/Privacy_policy.html)) covers how we commit and maintain your privacy as well as how your information is used and disclosed.

#### 2.3 Intellectual Property

Logos and the URLs of our website(s), material(s), service(s) and product(s) described and provided through our website(s) are copyrighted by Name Japanese. Name Japanese also holds copyrights for all designs and scripts in the website(s), material(s), products and service(s).

Name Japanese holds copyrights for Japanese characters designed for your names and tattoos as well as for other consultation services. However, they are allowed 1) for your personal use and 2) for use in certain business that was agreed between you and Name Japanese. You may not modify, copy or provide them to a third party prior to a written agreement with us. The written agreement means a posted letter or an email exchanged between you and Name Japanese. Otherwise, for your personal use as a gift, clarifying your purpose of use on the order form located at [www.namejapanese.com/Orders.html](http://www.namejapanese.com/Orders.html) can be an agreement between you and Name Japanese.

#### 2.4 Assignment

You may not transfer or assign any rights or obligations you have under this User Agreement to a third party unless a written agreement is made between you and Name Japanese.

#### 2.5 Amendments

This User Agreement may be amended, deleted or added by Name Japanese at any time by giving notice of a “Change”. The “Change” means amounts that affect to your orders and services including the Fees, ordering processes and Intellectual Properties. This is achieved by posting a revised version of this User Agreement on the Name Japanese website. This notice may be also announced through different Social Medias including our Facebook or Twitters account. We will give you 2 months’ notice of any change. The Change will take effect once the 2 months’ notice period has completed. However, the 2 months’ notice period will not apply to a Change that adds a new service and further functional development to the existing service. This Change will take effect immediately unless the Change either reduces your rights or increases your responsibility.

### 3. Eligibility

To be eligible for our Services, you must be at least 18 years old. If you are younger than 18 years old, you must consent with your parent to make an Order to Name Japanese. You must be also eligible for the Paypal Services under their Agreement

([https://cms.paypal.com/uk/cgi-bin/marketingweb?cmd=\\_render-content&content\\_ID=ua/UserAgreement\\_full&locale.x=en\\_GB#11.%20Seller%20Protection%20Programme](https://cms.paypal.com/uk/cgi-bin/marketingweb?cmd=_render-content&content_ID=ua/UserAgreement_full&locale.x=en_GB#11.%20Seller%20Protection%20Programme)) to make a payment to Name Japanese.

### 4. Orders through the Name Japanese web site

The “Order” means consultations of your Japanese language as well as services of Japanese names, letters, characters, words, phrases, expressions or designs that may be for your personal use or used in certain business that is agreed between you and Name Japanese. Your Order is made through the Name Japanese web site located at [www.namejapanese.com/Orders.html](http://www.namejapanese.com/Orders.html). You may provide your personal information that is covered in the following sections (Sections 4.1 – 4.5) and in our Privacy Policy located at [www.namejapanese.com/Privacy\\_policy.html](http://www.namejapanese.com/Privacy_policy.html). If you make an Order to Name Japanese through the Site, it is considered that you accept this User Agreement and Privacy Policy for yourself or on behalf of your employer or the entity as the member account holder.

**4.1 What information are collected for your order**

To provide the best Service to Customers, we collect your personal information including your full name, gender, email address, contactable telephone number and country you live. For a small / large business, your business name, address and a person responsible for your business may be also provided. Information may be all provided by English alphabets. In additions, you may be asked to provide a purpose for the use of our Service. This is also covered by our Privacy Policy.

We do not collect your personal information for a purpose of discrimination. Your obligation is to provide us the following information: your first and family/sir names, email address, contactable telephone number and country you live. If you feel uncomfortable to provide other personal information including your gender, it is not your obligation to provide such information to Name Japanese.

Other information that may be collected through the Site are letters, characters, words, phrases, expressions, sentences or paragraphs that either i) are translated into Japanese, or ii) are consulted whether they are accurate. If you make an Order for “Bespoke Kanji tattoos”, “Proofreading of documents written in Japanese” or “Wordsmithing of Copy editings” Service, you may have to upload your document to an order form on the Name Japanese web site. You may also provide information that you may have your interests. In addition to this information, for analysis purpose, we may ask you how you know Name Japanese.

Based on the information provided by you, we provide the following Services stated below (Sections 4.2 – 4.5). Each section also covers information that is specifically collected for the Service. You can order these Services through each ordering Site.

**4.2 Bespoke Kanji Names**

Our Service “Bespoke Kanji Names” means that your non-Japanese name is converted phonetically into a design using Japanese Katakana or Kanji. We design one based on phonetics of your name. This Service also covers names that are used for tattoos. An ordering form for this service is located at [www.namejapanese.com/Orders\\_yourname.html](http://www.namejapanese.com/Orders_yourname.html).

For the Service Bespoke Kanji Names, your name that is changed to Japanese Kanji must be transcribed phonetically. All your names including your sir and given names can be converted and designed into Japanese. Based on a list of the symbols from the International Phonetic Alphabets (IPA), your name must be divided for each phonetic symbol. However, selections of IPAs are not obligations in your Order. To change your name into Japanese Kanji, accents of different languages do not affect for the final results. In addition, the IPA may not always correspond to how your name is pronounced in your language. You may select the closest one from the list.

We may call you to confirm pronunciations of your name when selections of IPAs are not provided in your Order.

Under exceptional circumstances, we may not be able to accept your Order in this Service.

**4.3 Bespoke Kanji Tattoos**

Our Service “Bespoke Kanji Tattoos” means that i) we translate letters, words, phrases or expressions of your interests into Japanese for use of tattoos, ii) we suggest appropriate meanings of Japanese letters, words, phrases or expressions for use of tattoos, iii) we explain meanings of Kanji you selected from our own list of Kanji (your selection is Kanji of your favourite shapes) or iv) we consult whether Japanese letters, words, phrases or expressions of your interests are accurate for use of Tattoos. Our Kanji list is located at [www.namejapanese.com/Jyooyoo\\_kanji.html](http://www.namejapanese.com/Jyooyoo_kanji.html). An ordering form for this Service is located at [www.namejapanese.com/Orders\\_tattoo.html](http://www.namejapanese.com/Orders_tattoo.html).

When you have letters, words, phrases or expressions of your interests that are translated into Japanese, they must be described in English on the ordering form unless an agreement is made between you and Name Japanese to describe in different languages.

One Kanji is selected from our own Kanji list. However, if you do not like the meanings of Kanji you selected, you are allowed to select a second one in free of charge. After this second choice, although the second choice of Kanji does not have meanings you like, you cannot make another selection anymore. You must make another order to Name Japanese.

In some countries, having tattoos in your body may affect to your living life. It is your responsibility to decide whether you have tattoos or not. Name Japanese will not take any responsibility for your loss or damage that was suffered by your tattoos.

**4.4 Wordsmithing of Copy editing**

Our Service “Wordsmithing of Copy editing” means that i) we translate letters, words, phrases or expressions of your interests into Japanese for your personal use or use in a small or large business, ii) we suggest appropriate or suitable meanings of Japanese letters, words, phrases or expressions for your personal use or use in a small or large business, iii) we consult whether Japanese letters, words, phrases or expressions of your interests are accurate for your personal use or use in a small or large business, iv) we consult and copy-edit Japanese letters, words, phrases or expressions that may be used in a purpose of advertisement, so that you can prevent presenting wrong Japanese to publics or markets, or v) we consult and copy-edit whether Japanese letters, words, phrases, expressions, designs, or images of your interests for use in your products, shops or services, or for a purpose of advertisement do not discriminate Japanese manners or cultures.

This Service is mainly provided through either our order form located at [www.namejapanese.com/Orders\\_wordsmithing.html](http://www.namejapanese.com/Orders_wordsmithing.html) or our email address ([enquiry@namejapanese.com](mailto:enquiry@namejapanese.com)) unless an

1 agreement is made between you and Name Japanese.

2  
3  
4 **4.5 Proofreading of documents written in Japanese**

5 Our Service “Proofreading of documents written in Japanese” means that i) we proofread any document written in  
6 Japanese, or ii) we help customers write something in Japanese. Such documents or something include: a) documents  
7 translated from English to Japanese, b) any emails, essays or presentations that are written in Japanese, or c) your  
8 Curriculum Vitae (CV) or cover letter to translate into Japanese.

9 Our ordering form is located at [www.namejapanese.com/Orders\\_consultation.html](http://www.namejapanese.com/Orders_consultation.html).

10  
11 If you do not prefer uploading your document to the order form in advance, you must make an agreement between you  
12 and Name Japanese.

13  
14  
15 **4.6 How to make an order**

16 Your Order is made through the Name Japanese web site located at [www.namejapanese.com/Orders.html](http://www.namejapanese.com/Orders.html). You may  
17 provide your personal information as stated in Section 4.1 and our Privacy Policy located at  
18 [www.namejapanese.com/Privacy\\_policy.html](http://www.namejapanese.com/Privacy_policy.html).

19  
20 You may fill in the order form on the Site. You may select which Service you would like to order. Each Service is stated  
21 in Sections 4.2 – 4.5.

22  
23 You may upload your document to the order form on the Site as certain file formats. However, if you do not prefer  
24 uploading your files to the Site, you must make an agreement between you and Name Japanese prior to making your  
25 order. In this case, you can personally email us through [enquiry@namejapanese.com](mailto:enquiry@namejapanese.com). Then, it must be clearly written in  
26 the order form.

27  
28 A file(s) sent or submitted by you will be held by Name Japanese until your order is completed. They will be stored for  
29 further one month unless it is necessary to store them for a longer time or to delete them immediately after order  
30 completion. If this is the case, it must be agreed between you and Name Japanese before you make an order.

31  
32 Once you complete filling in the ordering form, you must check our User Agreement before submitting your order.  
33 Submitting your order means that you have accepted our User Agreement. Then, you must click ‘submit’. This is  
34 completion of your order. The order form will not be able to submit to Name Japanese unless you accept our User  
35 Agreement. You will receive confirmation of your order by email shortly after completion of your order.

36  
37 **5. Prices**

38 Each Service provided by Name Japanese has different price lists. All prices include VAT (Value Added Tax) which is 20% of  
39 the cost in the UK.

40 The prices may be changed according to Section 2.5 of this User Agreement.

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42  
43 **6. Payment**

44 You are responsible to pay your fee to Name Japanese. Your payment is made through PayPal Services. An invoice is sent to  
45 you by email after your order is submitted. You must accept User Agreement and Privacy Policy for PayPal Services listed at  
46 [https://cms.paypal.com/uk/cgi-bin/?cmd=\\_render-content&content\\_ID=ua/Legal\\_Hub\\_full&locale.x=en\\_GB](https://cms.paypal.com/uk/cgi-bin/?cmd=_render-content&content_ID=ua/Legal_Hub_full&locale.x=en_GB). Currency is  
47 converted according to the exchange rate PayPal Services provide.

48 **7. Processing your order**

49 When you make a payment to Name Japanese, your order is processed and a final Content is sent to you by email. “Content”  
50 means any design, document, illustration, image, or other materials that are downloaded by you through Name Japanese, the  
51 Site or an email sent by Name Japanese. To download the Content, you must accept this User Agreement. If you do not accept  
52 this User Agreement, you must not download the Content.

53  
54 Your order is not processed until your payment is completed.

55  
56 Your order is normally processed within 7 business working days. However, if it takes longer than this, customers will be  
57 notified by an email in advance.

58  
59 **8. Final Content**

60 Content may be provided by a format of either PDF, JPEG, or others that are agreed between you and Name Japanese. You are  
61 allowed to download the Content through either the Name Japanese web site or an email sent to you from Name Japanese.

62 Meanings, pronunciations or grammatical use of Chinese Kanji cannot adjust Japanese Kanji.

63 The Roman script (Roma-ji) is used for Japanese readings in the final Content..

64  
65  
66 For the Service “Bespoke Kanji names”, as phonetics are different between Japanese and other languages, your name cannot  
67 be always converted exactly into how your name is pronounced in your language. However, we will make the best effort and  
68 select the closest one. In addition, your name cannot be always converted into a particular number of Kanji or cannot include  
69 Kanji of your favourite shapes as you hope.

1 For the Service “Proofreading of documents written in Japanese”, our corrections and comments are added to your document.  
2 A file format of the final Content may be a PDF file.

3  
4 For one order, one material is provided as Content by Name Japanese. Two or more materials are not accepted as one order or  
5 one material unless an agreement is made between you and Name Japanese.

## 7 **9. Use of our Services and Content**

8 You may only use the Content for “Permitted Uses” as defined below (Section 9.1). You may not do or use the Content that are  
9 not permitted under this User Agreement (“Prohibited Uses” – defined below in Section 9.2) unless the proposed use is agreed  
10 under an Extended License available for the Content.

### 11 **9.1 Permitted Uses**

12 Subject to the restrictions described under Prohibited Uses (Section 9.2), “Permitted uses” are:

- 13 i) Advertising and promotional projects
- 14 ii) Entertainment applications
- 15 iii) On-line or electronic publications including display of the Content in different social medias for personal use
- 16 iv) Prints, hardcopy of posters and other reproductions using the Content for personal use or promotional  
17 purposes
- 18 v) Gifts for a third party for personal use
- 19 vi) Handing over your document to a third party
- 20 vii) Downloading the Content
- 21 viii) Re-sizing the Content
- 22 ix) Export a copy of the Content into your hard drive
- 23 x) Any other purposes approved and agreed by Name Japanese

24 If there is any doubt that your proposed use is covered under “Permitted Uses”, you may contact Name Japanese for  
25 further advice.

### 26 **9.2 Prohibited Uses**

27 You may not be allowed to do anything with the Content that is not expressly permitted under this User Agreement or  
28 permitted under an Extended Licence. The following lists are “Prohibited Uses”. You may not:

- 29 i) use the Content in design template that is not agreed between you and Name Japanese
- 30 ii) use or display the Content with the purposes of reproducing or re-distributing
- 31 iii) distribute and/or make available the Content to a third party for purposes of re-selling
- 32 iv) make any adaption or modification of, or any derivative work from Content
- 33 v) remove any notice of copyright, trademark, or other proprietary right from any place where it is on or  
34 embedded in the Content
- 35 vi) use the Content in any other purposes that are not approved and agreed by Name Japanese

### 36 **9.3 Seat Restrictions**

37 You and a third party that is ‘permitted’ for personal use are only allowed to use the Content although you may transfer  
38 or copy files containing the Content into your contractors, clients, printers, or internet service provider (ISP) for the  
39 purpose of reproduction for Permitted Uses. However, such parties may not have further or additional rights or license to  
40 use the Content.

41 You may physically transfer the Content and its archives from one location to another. When you do, you may use the  
42 Content at the new location instead. However, one (1) copy of the Content may be produced for back-up purposes. In this  
43 case, you must reproduce all proprietary notices on this single back-up copy.

### 44 **9.4 Excess reproduction run**

45 When you reproduce the Content or an element of the Content either individually or in combination with others in excess  
46 of 100,000 times, you must further make an agreement with Name Japanese. However, you must further agree an  
47 Extended Licence for reproducing purposes in excess of 500,000 times, with purchasing. Such disclosure notice must be  
48 sent to Name Japanese with information containing the number and the period of reproductions that were made. Name  
49 Japanese will send you an invoice for the fees associated with the excess use. You must agree to pay such fees within 30  
50 days of receipt of the invoice.

## 51 **10. Errors and refunds**

52 Due to the format of Content and Services provided by Name Japanese, we do not issue refunds once the order is  
53 accomplished and the final Content or the product is provided to you. You are responsible to understand this upon purchasing  
54 any Services at Name Japanese web site. However, exceptional circumstance can take place with regard to technical issues. In  
55 such circumstance, you may get the refund. The cases are:

- 56 i) A File(s) containing the Content were not delivered to your email due to some mailing issues of your email  
57 provider or your own mail server. Claims for non-delivery must be submitted to Name Japanese within 10 days  
58 from the date you made a payment. Otherwise, the Content will be considered received and downloaded by you.
- 59 ii) You could not access or download the files containing the Content due to downloading and unzipping issues.  
60 Claims regarding such issues must be submitted Name Japanese as soon as you receive the files. If you do not

1 contact Name Japanese, it will be considered as a successful download of the files with no further right of redress  
2 or refund for a "download issue" reason. Failure to receive assistance for downloading or unzipping within 7 days  
3 may result in a refund decline.  
4

5 iii) Although all files containing the Content are tested before release, unexpected errors or major deficits may occur to  
6 the files. Such issues must be submitted to Name Japanese. We keep the right to rectify the error or deficit within  
7 72 hours. If any deficiency is approved and we fail to correct it within 72 hours from the date of your initial  
8 complain or notification, either the refund or replacement of the Content will be issued to you in full without any  
9 compensations or reimbursements at your choice.

10 iv) Any other issues should be reported to Name Japanese. Clear evidence must be provided to Name Japanese when  
11 you report issues or complaints.  
12

13 You can claim such issues either through the enquiry form located at [www.namejapanese.com/enquiry](http://www.namejapanese.com/enquiry) or by sending an email  
14 to [enquiry@namejapanese.com](mailto:enquiry@namejapanese.com).  
15

16 It is not the case that you could not access or download the files containing the Content due to a failure of an internet  
17 connection. This includes a failure of the internet servers and/or the internet service providers you are allowed to use as well  
18 as dysfunction of your phone line and your internet modem. In this case, Name Japanese will not refund the fee paid by you  
19 although you fail accessing or downloading the files containing the Content within 72 hours from receiving them.  
20

21 Although our email is sent to a place other than your main mail box including a Junk mail folder, this is your responsibility to  
22 check and change your email setting. Delay to receive our email due to this issue is not a case of refund.  
23

24 If there are errors on the Content provided by Name Japanese, these errors will be collected under a responsibility of Name  
25 Japanese and new files containing the corrected Content will be sent to the customers by email. However, this is not going to  
26 be a case of refund.  
27

28 If the Content or Service is used by you or a third party under permitted uses, Name Japanese does not bear any responsibility  
29 for any damage, error or loss produced by you or a third party.  
30

31 Name Japanese will refund the fee actually paid by you for the Content provided. We do not bear any responsibility for any  
32 refund/return/exchange requests based on the level of your satisfaction for the Content or Services with Name Japanese.  
33

#### 34 11. Term of Agreement

35 This User Agreement is effective until it is terminated. The User Agreement is terminated by: i) destroying the Content and  
36 any Permitted Derivative Works, any copies or archives of the Content or accompanying materials, and ii) ceasing the Content  
37 for any purpose. This User Agreement is also terminated with or without an agreement between you and Name Japanese if you  
38 fail to comply with any of its terms at any time. Upon termination, you must immediately i) stop using the Content for any  
39 purpose, ii) delete or destroy all copies and archives of the Content and accompanying materials, and iii) confirm with Name  
40 Japanese by writing that you have complied with these requirements if necessary or requested.  
41

#### 42 12. Limited Representations and Warranties

43 THE INFORMATION AVAILABLE ON NAME JAPANESE WEBSITE AND/OR TRANSMITTED VIA EMAIL AND/OR  
44 THE CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED,  
45 INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY,  
46 FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NAME JAPANESE DOES NOT REPRESENT  
47 OR WARRANT THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE  
48 QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE,  
49 YOU (AND NOT NAME JAPANESE) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS.  
50

51 YOU MAY NOT, NOR MAY YOU ALLOW OTHERS TO, DIRECTLY OR INDIRECTLY, ATTEMPT OR ACTUALLY  
52 DISRUPT, IMPAIR OR INTERFERE WITH, ALTER OR MODIFY THE NAME JAPANESE WEB SITE OR CONTENT.  
53 LIKEWISE, YOU MAY NOT, NOR MAY YOU ALLOW OTHERS TO, DIRECTLY OR INDIRECTLY, COLLECT OR  
54 ATTEMPT TO COLLECT ANY INFORMATION ABOUT OUR CLIENTS INCLUDING PERSONAL INFORMATION OR  
55 OTHER DATA.  
56

57 Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have  
58 specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.  
59

#### 60 13. Limitation of Warranties and Liability

61 Name Japanese's entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Content,  
62 or out of your actions in downloading the Content shall be:  
63

- 64 i) You may, upon request to Name Japanese, be permitted to download the Content again at a location Name Japanese  
65 will provide for you;  
66 ii) If you continue to be unable to download the Content due to technical issues, Name Japanese will refund the fee as  
67 determined in Section 10.  
68

69 IN NO EVENT SHALL NAME JAPANESE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES,  
70 SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE,  
71 CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OF OR

1 INABILITY TO USE THE LICENSED MATERIAL, PRODUCT OR OTHER ENCHANCEMENTS INCLUDING,  
2 WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, BUSINESS LOSS, COMPUTER  
3 FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERTIAL DAMAGES OR LOSSES, EVEN IF  
4 ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON  
5 WHICH THE CLAIM IS BASED. WITHOUT LIMITING THE FORGEOING, NAME JAPANESE IS NOT  
6 RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE DEVELOPMENT, ADVERTISEMENT, MARKETING,  
7 DISTRIBUTION, SALES, LICENSING, OR USE OF ANY KIND OF THE CONTENT OR SERVICES PROVIDED BY  
8 NAME JAPANESE.  
9

10 IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF NAME JAPANESE UNDER THIS USER  
11 AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF  
12 THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU  
13 TO NAME JAPANESE UNDER THIS USER AGREEMENT IN RESPECT OF THE USE OF RELEVANT CONTENT.  
14

15 SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR  
16 INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY  
17 TO YOU.  
18

19 **14. Indemnification**

20 You agree to defend, indemnify and hold Name Japanese, its directors, officers, employees, partners, and agents harmless from  
21 and against any and all claims, demands, losses, costs, expenses, deficiencies, liability or causes of action of any kind or nature  
22 (including, without limitation, reasonable attorney's fees, and other costs and expenses of defence) incurred as a result of or in  
23 connection with any breach by you or anyone acting on your behalf of any of the terms of this User Agreement.  
24

25 **15. General Provisions**

- 26 (i) You specifically agree and acknowledge that you have reviewed this User Agreement and you agree to be bound  
27 them.
- 28 (ii) Name Japanese's failure to insist upon or enforce strict performance of any provision of this User Agreement shall  
29 not be constructed as a waiver of any provision or right.
- 30 (iii) If all or part of any provision of this User Agreement is wholly or partially unenforceable, the parties or, in the  
31 event parties are unable to agree, a court of competent jurisdiction, shall not in place of such whole or part  
32 provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable  
33 whole or part provision.
- 34 (iv) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by  
35 any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this User  
36 Agreement.
- 37 (v) This User Agreement will be governed under the laws of United Kingdom (UK) and European Union applicable  
38 therein.
- 39 (vi) Any and all disputes arising out of, under or in connection with this User Agreement, including, without limitation,  
40 its validity, interpretation, performance, and breach, shall be finally settled under the Rules of Arbitration of the  
41 International Chamber of Commerce UK by a single Arbitration appointed in accordance with such rules. The  
42 arbitration shall take place in UK, and shall be conducted in the English language.  
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47

48 **16. Acknowledgement**

49 YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USER AGREEMENT, UNDERSTAND IT, AND HAD AN  
50 OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF  
51 NAME JAPANESE AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND  
52 CONDITIONS OF THIS USER AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND  
53 EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND NAME JAPANESE WHICH SUPERSEDES  
54 ANY PROPORSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION  
55 BETWEEN YOU AND NAME JAPANESE RELATING TO THE SUBJECT OF THIS USER AGREEMENT.  
56