# Terms of Website Use

This page (together with the documents referred to herein) contains the terms of use upon which you may make use of our website [slinto.com] ("our site"), whether as a guest or a registered user. Please read these terms of use carefully before using the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

#### 1. AGE RESTRICTION

By using our site, you represent and warrant that you are an adult over 20 years of age (who is not an adult ward or under curatorship or assistance) or that you have obtained the approval of your legal representative or guardian (such as your parent) to use our site, and that you have full authority and qualification to agree to these terms of use.

#### 2. INFORMATION ABOUT US

Our site is operated by ShuR Co., Ltd. ("we", "our", "us"). We are registered in Japan as a company and have our registered office at Keio Fujisawa Innovation Village, 4489-105 Endo, Fujisawa-shi, Kanagawa-ken, Japan.

#### 3. OUR SERVICES

Our site will feature "SLinto", a cloud-sourced online sign language dictionary. SLinto will contain a sign language keyboard, allow its users to upload sign language videos and have the function to stock evaluation of sign language signs. The services offered on our site are provided free of charge. We reserve the right to charge for such services, or to charge for other services, at any time. However, we will always notify you directly before any such change becomes effective, and offer you the opportunity to cancel your subscription.

#### 4. ACCESSING OUR SITE

When using our site, you must comply with the provisions of these terms of use.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of and comply with these terms of use.

# 5. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on our site. All works displayed on our site are protected by all applicable worldwide copyright laws and treaties. All such rights are reserved.

You may print one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed or downloaded from our site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must acknowledge our status (and that of any identified contributor(s)) as the author of material on our site.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### 6. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to constitute advice upon which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

# 7. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content of our site at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

### 8. OUR LIABILITY

Whilst we take every reasonable precaution and care in relation to our site, the material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

We accept no liability including for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, to the maximum extent permitted by law.

# 9. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy [http://slinto.com/us/privacy.pdf]. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

# 10. UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in Section 15 below. You warrant that any such contribution complies with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary. By uploading materials, you grant us a worldwide, non-exclusive, royalty-free, and sub-licensable and transferrable license to use, reproduce, sell, distribute, make, express, and create derivative works of such materials. You also waive and agree not to exercise moral rights or publicity rights in connection with such materials against us or any other person. We have the right to use, copy, distribute, sell, and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in Section 15 or is notified to us pursuant to Section 11.

### 11. NOTICE FOR CLAIMS OF COPYRIGHT VIOLATIONS AND AGENT FOR NOTICE

If you are an owner of rights, including but not limited to copyright, moral right, or publicity right, and have a good faith belief that any content available through our site infringes upon your rights, you may submit a right infringement notification to us by providing us with the following information in writing:

- (1) an electronic or physical signature of the right owner or the person authorized to act on behalf of the owner of the right interest;
- (2) a description of the copyrighted work, material or subject of your right that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on our site, with enough detail that we may find it on our site;
- (4) your address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the right owner, its agent, or the law; and
- (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the right owner or are authorized to act on the right owner's behalf.

Please consult your legal counsel for further details. Our Agent for Notice of claims of right infringement can be reached as follows:

By mail: [4489-105 SFC-IV, Fujisawa-shi, Kanagawa, Japan, 252-0816]

By email:[slinto-pp@shur.co.jp]

By fax: [+81(0)44-589-4448]

# 12. MERGER OR ACQUISITION

In order to ensure a smooth transition of services relative to your subscription, in the event of a merger, acquisition, reorganization, sale of all or substantially all of our assets, or the sale of an

individual website owned by us, we may transfer your personal data to a third party as a part of such merger, acquisition, reorganization, or sale.

# 13. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

Breaching this provision may constitute a criminal offence under applicable laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### 14. PROHIBITED ACTIONS

You may only use our site for lawful purposes. You may not use our site:

- (1) In any way that breaches any applicable local, national or international law or regulation.
- (2) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (3) For the purpose of harming or attempting to harm minors in any way.
- (4) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- (5) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (6) To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

# You also agree:

- (7) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- (8) Not to access without authority, interfere with, damage or disrupt:
  - a) any part of our site;
  - b) any equipment or network on which our site is stored;

- c) any software used in the provision of our site; or
- d) any equipment or network or software owned or used by any third party.

#### 15. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site ("contributions"), and to any interactive services associated with it.

You must comply with the spirit and letter of the following standards. These standards apply to each part of any contribution as well as to its whole.

#### Contributions must:

- (1) Be accurate (where they state facts).
- (2) Be genuinely held (where they state opinions).
- (3) Comply with applicable law in Japan, in the United States of America, and in any country from which they are posted.

#### Contributions must not:

- (4) Contain any material which is defamatory of any person.
- (5) Contain any material which is obscene, offensive, hateful or inflammatory.
- (6) Promote sexually explicit material.
- (7) Promote violence.
- (8) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (9) Infringe any copyright, database right, moral right, publicity right, or trade mark of any other person.
- (10) Be likely to deceive any person.
- (11) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (12) Promote any illegal activity.
- (13) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (14) Be likely to harass, upset, embarrass, alarm or annoy any other person.

- (15) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (16) Give the impression that they emanate from us, if this is not the case.
- (17) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### 16. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of use may result in our taking all or any of the following actions:

- (1) Immediate, temporary or permanent withdrawal of your right to use our site.
- (2) Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- (3) Issuance of a warning to you.
- (4) Bringing of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (5) Bringing of further legal action against you.
- (6) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### 17. LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage or take improper advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in Section 15.

If you wish to make any use of material on our site other than that set out above, please address your request to [slinto-pp@shur.co.jp].

# 18. LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

# 19. JURISDICTION AND APPLICABLE LAW

The Japanese courts will have exclusive jurisdiction over any claim arising from, or related to, your use of our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Japan.

# 20. TRADE MARKS

"SLinto" is registered in Japan as a trade mark of ShuR Co., Ltd.

#### 21. VARIATIONS

Any changes we may make to these terms of use in the future will be posted on this page and, where appropriate, notified to you by e-mail. You are also expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### 22. SEVERABILITY

If any provision of these terms of use or part thereof is held to be invalid or unenforceable under the Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof shall remain in full force and effect.