"Automatic Translation Service" Terms of Service

These terms (hereinafter referred to as "the Terms") stipulate regulations for access to Automatic Translation Service of Rozetta Corp.

Chapter 1. General

Article 1. Application
1. The Terms shall apply to all matters concerning access to Automatic Translation Service, ASP (application service provider) services provided by Rozetta Corp. (hereinafter referred to as "the Company"), to Users, to which Users are assumed to have agreed.
2. The terms and conditions under Individual Access Contract shall apply in preference to any terms and conditions hereunder that may differ from such terms and conditions.

Article 2. Definition
The following terms used herein shall be defined as follows:
1. "Automatic Translation Service" is a service of automatic translation of texts directly entered or uploaded in a file format by the users of the service that is carried out using the Company's WEB services as well as optional services incidental thereto and includes computer software and media; equipment, contents, and manuals; and other forms of documentation associated therewith.
2. "Users" shall mean all entities (individuals, corporations, other organizations, and all individuals belonging to such corporations and organizations).

Article 3. Regulations
1. The Company shall stipulate the Automatic Translation Service regulations (hereinafter, the "Regulations") and notify Users thereof as deemed appropriate by the Company, and the Regulations shall be binding on Users as part of the Terms.
2. The contents relating to optional services, posted on the website that we publish on the Automatic Translation Service and on the Automatic Translation Service site (hereinafter referred to as "the Company website"), shall constitute a part of the Regulations.
3. The Regulations shall prevail over these Terms of Use in case of any inconsistency with these Terms of Use.

Article 4. Changes in the Terms
1. In the event that any of the following items are applicable, the Company may make changes in the Terms without consent of Users, which shall apply to Users thereafter.
(1) When changes in the Terms conform to the general interests of Users.
(2) When changes in the Terms are not contrary to the purpose of the Terms and are reasonable in light of the necessity of, adequacy of the contents after such changes, and other circumstances pertaining to the changes.
2. In the event of any changes in the Terms set forth in the preceding clause, the Company shall notify the Users before the changed Terms will come into effect, of the fact that changes will be made in the Terms, the contents of the changed Terms, and the time when the changed Terms will come into effect, by any of the forms as stipulated in the Terms.
3. The two clauses above and the provisions in Article 6 shall correspondingly apply to the Regulations noted in the previous article.

Article 5. Services
1. Automatic Translation Service provided hereunder by the Company shall be determined through procedures prescribed by the Company and shall be the services that are available to the Company at that point.
2. The Company may change part or all of Automatic Translation Service any time without the consent of Users.

Article 6. Report Procedures
1. The Company will, from time to time, report to Users on necessary matters through means such as posting on the Company Website or by e-mail as deemed appropriate by the Company.
2. Such reports as stated above shall become effective when posted on the Company Website or e-mailed.

Article 7. Subcontract of Operations
The Company may subcontract all or part of Automatic Translation Service operations to third parties.

Chapter 2. Access Contract

Article 8. Effectiveness of the Contract
1. Anyone planning to access Automatic Translation Service shall register or apply for services through proper application forms or procedures provided wherein for applicants. Those under the age of majority shall always obtain the consent of their guardians beforehand. Applicants shall submit such applications after agreeing to the provisions of the Terms; therefore, the company may assume that the applicants have agreed to its terms and conditions upon application.
2. An access contract shall become effective when the Company confirms that Automatic Translation Service fees have been paid after the application above is submitted and after a report of the issued account has been sent in compliance with the procedures prescribed by the Company (hereinafter, the "account issuance date"). User IDs and passwords assigned by the Company will become effective after such reports have been sent.
3. The Company may approve or disapprove the applications above at its discretion, and the applicants shall not object to its disapproval.
4. Persons who intend to use the Automatic Translation Service shall apply for the service by following the procedures in item 1 of this article and shall furthermore represent and warrant that they do not or will not fall under either of the following item 1 or item 6 nor conduct any of the actions in items 7 to 11. If the Company reasonably determines that the User is in violation of the representations or warranties after submission of the application, the Company may make a request to him/her for the submission of a written report, which cannot be refused without a justifiable reason.
(1) Falling under any of the followings: criminal groups, members of an crime group, individual, juridical persons, or other entities related to crime groups (including their executives [advisers, consultants, others whatever their particular designation; the same shall apply hereinafter], employees, and other members; the same shall apply hereinafter), those who have left a criminal organization in the past five years, junior members of an organized criminal group, corporate racketeers, criminal organizations falsely registering as a political organization (individual, juridical persons, or other entities that have claimed to uphold social, human rights, and political movements, and made unreasonable demands against common persons or businesses), individual, juridical persons, or other entities engaging in threatening the order or safety of society, organized crime syndicates, or those who are recognized to have socially reprehensible relationships with those entities (hereinafter called "antisocial forces").
(2) Having a proven relationship with antisocial forces that dominate the management.
(3) Having a proven relationship with antisocial forces who are substantively involved in the management.
(4) Having a proven relationship where antisocial forces are unfairly used with the purpose of pursuing their own personal or third parties' benefits or causing damage to third parties.
(5) Having a proven relationship where you are involved in antisocial forces by funding or accommodating their special needs.
(6) For executives or those who are substantially involved in the management to have socially reprehensible relationships with antisocial forces
(7) Violent acts of demand
(8) Unreasonable claims beyond the scope of legal responsibility
(9) Actions of threatening behavior or violence against a business
(10) Actions that damage other parties' credit or disturb their businesses by spreading false information and using fraudulence and intimidation.
(11) Other actions equivalent to the items specified in the above.

Article 9. Quantity of Terminals
Up to a total of two (2) (or the number of terminals separately indicated on the application form) computers and other terminals can access "Automatic Translation Service" per User A User may not access "Automatic Translation Service" with a total number of terminals exceeding the stipulated maximum number and shall not express any objection whatsoever to this restriction.

Article 10. Service Fees and Effective Periods
1. Service fees and accessible periods (hereinafter, "Effective Periods") for Automatic Translation Service will be stipulated in the separate fee schedule.
2. Users shall be responsible for payment of expenses such as bank transfer charges.
3. Fees shall be nonrefundable regardless of reasons.

Article 11. Continuation of Status
1. Corporations or organizations planning to continue their status as Users after a merger or breakup shall promptly report to the

Company their intention through the procedures stipulated in the Regulations and provide data documenting such mergers or breakups.
2. Clauses 2 and 3 of Article 8 (Effectiveness of the Contract) shall apply to continuation of the status in the previous clause.

Article 12. Nontransferable Rights
Users may not transfer, loan, or pledge as security all or part of the rights and obligations hereunder to any third party.

Article 13. Change of Users Names
Users shall promptly report any change in the names, trade names, addresses, e-mail addresses, or telephone numbers to the Company through the procedures stipulated in the Regulations.

Article 14. Suspension of Services
The Company may, without prior notice, suspend all or part of the Automatic Translation Service under any of the following conditions:
(1) Users fail to make any of the contractual payments to the Company on time;
(2) Users breach the Terms or any of the Regulations;
(3) Users have evidently entered false information on the access contract applications;
(4) The Company deems Users unfit to access Automatic Translation Service;
(5) Users commit any act considered prohibited as stipulated in Article 18;
(6) Users commit any act deemed by the Company to cause or potentially cause problems in business or technical performance, such as overloading the server networks used for Automatic Translation Service operation or potentially interfering with access by other Users;
(7) The Company suspends all or part of Automatic Translation Service business (The Company may, at its discretion, suspend all or part of Automatic Translation Service business);
(8) Circumstances similar to any of the above.

Article 15. Suspension, Discontinuation, or Termination of Services
1. The Company may, with prior notice (except in emergency situations), suspend all or part of Automatic Translation Service under any of the following conditions:
(1) Failure in telecommunication equipment used by the Company;
(2) Discontinuation of telecommunication services by domestic/foreign carriers, making it difficult to provide Automatic Translation Service;
(3) Regular or emergency maintenance;
(4) Natural disasters or other emergencies, causing or potentially causing failure or difficulties in providing services;
(5) Circumstances similar to any of the above;
(6) Other circumstances deemed reasonable by the Company.
2. The Company may, with prior notice (except in an emergency), discontinue or terminate all or part of Automatic Translation Service under circumstances applicable to any of the conditions above except (3).

Article 16. Termination
The Company may, without peremptory notice to Users, terminate all or part of any access contract under any of the following conditions:
(1) The Users are subject to forcible execution, auction, seizure, provisional seizure, disposition for tax delinquency, bankruptcy, civil rehabilitation, corporate reorganization, or files for bankruptcy, civil rehabilitation, or corporate reorganization procedures;
(2) The User goes into liquidation;
(3) The user has dishonored a draft or check;
(4) The User is subject to revocation or suspension of business by competent authority;
(5) Any of the conditions in Article 14 (Suspension of Services) applies to the User;
(6) In the case where the Company reasonably determines that a User has or might have violated the representations or warranties in item (4) of article 8.
(7) Circumstances similar to any of the foregoing or circumstances deemed by the Company to make it difficult to continue the access contract.

Article 17. Storage/Elimination of Data
1. The Company may, without the prior consent of Users, reproduce and store data on access to Automatic Translation Service.
2. The Company may, without notice to Users, eliminate all data stored on Company servers (including such reproduced data as stipulated above) concerning access to Automatic Translation Service upon termination or expiration of the access contract.

3. Users shall not object to such elimination of data as described above, and the Company shall not be liable for any consequent loss or damage to Users.

Chapter 3. Other
Article 18. Prohibited Matters
Users must not commit any of the following acts when accessing Automatic Translation Service:
(1) Use the services in a manner that violates domestic/foreign laws, rules, or public order and morals;
(2) Infringe the property rights (including intellectual property rights such as copyright) or privacy rights of the Company, other Users, or third parties or cause damage to the Company or third parties;
(3) Spread information that defames the Company, other Users, or third parties;
(4) Reproduce, modify , alter for secondary use, reverse-engineer, reverse-assemble, or reverse-compile all or part of Automatic Translation Service with all appurtenances or allow third parties to do likewise;
(5) Send automatic queries to Automatic Translation Service systems without prior written permission of the Company; automatic queries include meta search and offline use of Automatic Translation Service;
(6) Access Automatic Translation Service without prior written permission of the Company through means other than the interface provided for Users;
(7) Commit acts deemed inappropriate for Users and to be discontinued by the Company;
(8) Provide links to knowingly promote acts that fall under the conditions above;
(9) Use or provide the translation data and dictionary data of Automatic Translation Service (a set of original and translated text, "Ultimate Dictionary", and the reference data, etc.) as the learning data for the purpose of development of machine translation or other similar services;
(10) Commit acts similar to the conditions above.

Article 19. Protection of Personal Information
1. The Company may use personal information only for purposes that fall under the following conditions and not for any other purpose without the prior consent of the Users.
(1) Communicate, cooperate, negotiate, or execute contracts with Users or request that Users execute such contracts;
(2) Provide maintenance or support;
(3) Perform surveys and analyses to develop better products and services;
(4) Market/provide/deliver products/services, introduce sales/service contacts, familiarize events such as seminars, exhibitions, etc., provide information, advertisements, etc., on products/services.
2. Unless otherwise stipulated in Article 7, the Company will not provide or use collected personal information; however, the Company may, without the prior consent of the Users, disclose personal information under any of the following conditions:
(1) Officially requested by a public agency according to laws or required by law to disclose such information;
(2) Urgently necessary due to imminent danger to human life, health, or property.

Article 20. Confidentiality
The Company and Users shall, without prior consent, not reveal to third parties' confidential information made available through the performance of the access contracts except under any of the following conditions:
(1) Information is within the public domain at the time of disclosure or becomes publicly known through no fault of the receiving party;
(2) Information is rightfully obtained from third parties without the obligation of confidentiality;
(3) Information is in the possession of the Company at the time of disclosure;
(4) Information has been developed independently;
(5) Parties have concluded an agreement with regard to disclosure of information;
(6) The Company collects statistics on information regarding Users to assess access trends on Automatic Translation Service or to familiarize third parties with the Automatic Translation Service, and such personal information shall not be in a form wherein an individual Users can be identified;
(7) The Company and Users are requested by a public agency according to laws or required by law to disclose information;
(8) Conditions similar to any of the above.

Article 21. Users Obligation

1. Users ID and password management
(1) Users are responsible for the management and use of their Users IDs and passwords; Users shall promptly report any loss of such information to the Company;
(2) Users may not transfer IDs or passwords to third parties or allow them to use such information.
2. Communication Environment
(1) Users must comply with rules of all other domestic and foreign networks that they use to communicate; (2) Users shall, on their responsibility and at their expense, make arrangements such as purchases, settings, etc., of terminals and communication lines necessary for accessing Automatic Translation Service.
3. Other
Users shall, on their responsibility and at their expense, resolve disputes, such as claims and lawsuits, with any other User or third party when such disputes are the fault of the User and filed against the Company.

Article 22. Disclaimer
1. The Company shall not be liable for any loss (including loss of data) or damage to Users from access or failure to access Automatic Translation Service, including the following circumstances:
(1) Changes in details of Automatic Translation Service due to Clause 2 in Article 5 (Services);
(2) Disapproval of continuation under Clause 2 in Article 11 (Continuation of Status);
(3) Suspension of Automatic Translation Service under Article 14 (Suspension of Services);
(4) Suspension, discontinuation, or termination of Automatic Translation Service under Article 15 (Suspension, Discontinuation, or Termination of Services);
(5) Termination of access contracts under Article 16 (Termination);
(6) Termination of access contracts due to expiration of effective periods;
(7) Inaccessibility of Automatic Translation Service due to circumstances similar to the above or other circumstances.
2. The Company will not be liable for any damage to Users or third parties accessing Automatic Translation Service through such improper means as the other User's IDs and passwords.
3. The Company shall neither guarantee nor assume any responsibility for the accuracy, novelty, integrity, or utility of Automatic Translation Service or information and data made available through the access of Automatic Translation Service.
4. The Company shall provide no guarantee on proper operation of any equipment or software; the management of expenses charged by a telephone company or carrier for accessing the services shall be sole responsibility of the Users, and the Company shall provide no guarantees.
5. Resolving any dispute arising between Users and other Users or third parties concerning access to Automatic Translation Service shall be the responsibility and at the expense of the Users, for which the Company shall assume no responsibility; the Users must compensate the Company for any consequent damage.
6. For the purpose of preventing illegal access by third parties, the Company may deny access by third parties, beneficial or malicious, through any Internet provider whose management is deemed faulty; the Company will not be liable for any consequent loss or damage to Users or third parties.
7. The Company will not be liable for any loss or damage to Users or third parties occurred from illegal access, attacks on Automatic Translation Service equipment, or interception of communications against which the Company cannot protect even with full attention of a Company's conscientious manager.
8. The Company will not be liable for any loss or damage to Users or third parties from services provided by subcontractors unless the Company is at fault through gross negligence in assigning and supervising such subcontractors.
9. Users shall be responsible for all transactions with advertisers and link providers concerning any link or advertisement provided to other websites or resources from the Automatic Translation Service site; the Company will not be liable for any consequent loss or damage to Users or third parties.

Article 23. Copyrights
1. Rights, copyrights, and other intellectual property rights to Automatic Translation Service, documents such as attached manuals, and accessory tools shall belong to the Company except for some software or services that may come with or be incorporated into Automatic Translation Service and whose copyrights and intellectual rights may belong to the respective copyright owners.
2. All rights to the translations (including those further processed through the optional services) and works arising therefrom (inclusive of the rights according to Articles 27 and 28 of the Copyright Law as well as the right for secondary use, but exclusive of the rights of any copyright owners and other third parties to the source documents that have been translated) shall be transferred from the Company to the User upon the User downloading the translations from the User's screen. Provided, however, that in the event of non-payment of the service fees for the optional services, such rights shall be transferred to the User upon receipt of such payment. It should be noted that this provision does not guarantee any copyrights to take effect with respect to the translations as secondary works.
3. The Company will not exercise its moral rights with respect to the translations after the completion of transfer of rights pursuant to the foregoing provision.

Article 24. Compensation for Damage
The Company may seek compensation from Users for any damage (including legal expenses) to the Company or third parties by a violation of the Terms or improper or illegal access to these services.

Article 25. Governing Law
The Terms shall be governed by Japanese laws.

Article 26. Jurisdictional Court
Any dispute arising from access contracts shall be resolved at the Tokyo District Court as the exclusive agreement jurisdictional court.

Supplementary
The Terms shall be effective as of October 26, 2006.
Revised and implemented on December 4, 2007.
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