# **SNS Terms of Service**

Sojitz Fashion Co., Ltd. ("Company") has established these Terms of Service ("Terms") concerning the operations of the Company's social media official accounts ("Official Accounts") with provisions as follows.

## Article 1. Purpose of use

The Company uses Official Accounts to transmit information from the Company to Users (defined in article 4 below).

#### Article 2. Scope of application and change of the Terms

The Terms shall apply to the Company and Users (as defined in Section 4) with respect to the provision and use of Official Accounts. The Company may make changes to the Terms without obtaining Users' prior consent. The changed Terms will be posted on the Company's website and will be effective from the posting.

# Article 3. Use and operating period of Official Accounts

Users shall use Official Accounts in accordance with the Terms. The Company can change or terminate the contents of Official Accounts without prior notice to Users. The Company offers no warranty that Official Accounts will be in their entirety updated. Postings and comments, etc., made on Official Accounts are considered public information, which is stored and recorded by the Company.

#### Article 4. Users

"Users" shall mean persons who have viewed and used Official Accounts. By using Official Accounts, a User is deemed to have agreed to the Terms.

#### Article 5. Access to general information

The Company accesses information which based on a User's settings is open to all Users, such as the name and profile picture of a User. By continuing to use Official Accounts, a User agrees to the privacy policy set forth below.

#### Article 6. Prohibited matters

The following actions are prohibited with respect to Official Accounts. The Company may without prior notice remove, etc., posts and comments that correspond to prohibited matters. Additionally, the offending User's account may be blocked. In such a case, the User will not be notified.

1. Action that hinders the operations of Official Accounts or may in other ways interfere with Official Accounts

2. Action that causes, or may cause, annoyance, disadvantage, or loss to another User, a third party, or the Company

3. Action that infringes, or may infringe, upon a trademark, copyright, other intellectual property right,

privacy right, or other right of another User, a third party, or the Company

4. Action barred by SNS operator companies

5. Action contravening the intents of this service or fail to relate to the intents of Official Accounts

6. Action involving identifying, disclosing, or divulging personal information without the permission of the information owner

7. Action damaging to the reputation and credibility of specified individuals and bodies and action involving slander and defamation

8. Action in breach, or potentially in breach, of laws and regulations and public order and morals

9. Action involving expression of obscenity

10. Action inducing crime or action carrying such possibility

11. Action relating to political activities, election activities, religious activities, and action similar to any of the foregoing

12. Action carried out under the guise of a third-party identity including that of the Company

13. Other action judged improper by the Company

Note that the Company can claim compensation for damages from a User whose action has caused damages to the Company.

A User who through the use of Official Accounts has caused a loss to a third party shall resolve the matter at the User's liability and cost.

### Article 7. Intellectual property rights

Copyrights and all other intellectual property rights (including but not limited to copyrights, design rights, patent rights, utility model rights, trademark rights, and know-how) concerning information displayed on Official Accounts belong to the Company or other holders of rights including copyrights.

A User agrees to grant the Company free of charge non-exclusive global license for the use (Including processing, excerpts, duplication, publication, translation, etc.) of the contents posted on Official Accounts and with respect to that contents agrees to exercise against the Company no intellectual property rights including copyrights and author's moral rights.

A User shall not without the permission of the rights holder use any information provided through Official Accounts beyond the scope of reproduction, etc., permitted under the Copyrights Act for a User's private use. Uses for commercial purposes are not permitted.

If a User has breached a stipulation of this article and as a consequence incurs a controversy with a rights holder or a third party, the User shall resolve the issue at the User's liability and cost.

### Article 8. Disclaimer

Except for certain Merchandise and services provided to residents outside of Japan, all other Merchandise and services mentioned on Official Accounts are not available to residents outside of Japan. Information on the Official Accounts of the Company reflects the status at the time of the information dissemination.

The Company offers no warranty for the correctness and appropriateness of provided information displayed on Official Accounts.

The Company is not liable for any damages or complications that may arise to a User in connection with provided information displayed on Official Accounts and changes or updates of the displayed provided information. Furthermore, regardless of the case and the legal basis of a claim's cause, the Company is not liable for any damages, losses, or disadvantages, etc., arising from the use of Official Accounts.

Depending on a User's browser and other viewing environment, viewing may be hindered by problems with the loading of linked pages. The Company is not liable for damages and complications (including but not limited to damages for the loss of business profits, interruption of business operations, or loss of business information, etc.) arising to a User from the inability or use Official Accounts.

Comments and other information posted by a third party on a page of Official Accounts are the responsibility of the posting third Party, for which the Company is not liable. Moreover, posted information is not backed by the Company and does not reflect an opinion of the Company.

The information disseminated on this page by the Company and employees of the Company is not necessarily an official announcement or an official opinion of the Company. For official announcements and opinions of the Company please refer to the Company website.

Social media are operated by external companies. The Company offers no warranty for the functions and safety of social media. Furthermore, the Company cannot respond to queries concerning, among other matters, an external company's systems operations status and the functions, methods for use, and technical matters concerning the software and apps provided by an external company.

The Company is unable to respond to all of comments and queries sent by Users to this site.

Moreover, please take note that questions concerning contracts and services, and queries about procedures and the Company's activities are not accepted on this page. For queries please refer to the following contact information and contact desks. Sojitz Fashion Co., Ltd. Website – Contact for Queries https://www.vancet.net/vancet/flow/NFmenu-flow For your questions please use the "Query" link in the top section of the screen.

# Article 9. Purpose of use of personal information and privacy policy

Unless provided otherwise in laws and regulations, the Company uses personal information of Users within the scope necessary for the attainment of the following objectives.

- Analyses for enhancing the information dissemination of this site
- Monitoring and removal, etc., of postings barred under the Terms, and execution of rights and performance of duties under the Terms
- Other objectives set forth in the action policy concerning the appropriate protection and use of personal information (privacy policy) established by the Company in accordance with the Personal Information Protection Act.

The Company's "Privacy Policy" is available at the URL below. https://www.vancet.net/vancet\_pdf/Privacy\_pol.pdf

# Article 10. Governing law and court of jurisdiction

The Terms shall be governed by and construed and applied in accordance with the laws of Japan. Issues concerning the use of Official Accounts which cannot be resolved by application of the Terms shall be resolved based on mutual consultations to be held in good faith between the Company and the User. If failure to achieve resolution through mutual consultations in good faith necessitates litigation over the use of Official Accounts, the Osaka District Court or the Osaka Summary Court shall be the agreed court of exclusive jurisdiction in the first instance.