

**Japan In-house Counsel Network**  
**WEBSITE TERMS OF USE**  
*(Last revised 20 November 2009)*

1. ACCEPTANCE OF THESE TERMS

The Japan In-house Counsel Network (the “*Network*”) was created to provide a networking and support forum for in-house counsel based in or connected with Japan.

The Network has set up this website (the “*Service*”) to offer an interactive forum for communication between members. To ensure we maintain a useful forum for all members, we have established some rules for use of the Service below. We may revise these terms of use (“*Terms of Use*”) from time to time without notice. By using the Service, you acknowledge and accept to be bound by the Terms of Use.

The Network is an unincorporated group of in-house counsel, and references to the “*Network*” in these terms refer to the members of the Network from time to time, represented by the convenors of the Network from time to time. The current convenors of the Network are specified in the public section of the Service.

References to the “*Administrator*” mean the Administrator/s of the Service nominated by the Network from time to time, who can be contacted as specified in the Service. References to the “*Moderator*” are to the Moderator/s of the Service nominated by the Network from time to time, who can be contacted as specified in the Service.

2. THE SERVICE

The Service is provided "as-is". The Network shall not be responsible for any delays, omissions, removal, deletion, mis-delivery or failure to store any user communications or personalised settings.

3. USER REGISTRATION

3.1 You agree to submit true, accurate, current and complete information as requested to register as a member of the Network and a user of the Service (the “*Registration Data*”), and to keep your Registration Data up-to-date. The Network may suspend or terminate your membership and account, and refuse future use of the Service if you provide any information that is untrue, inaccurate, not current or incomplete, or the Network has reasonable grounds to suspect such.

3.2 Use of the Service is limited to those who have been accepted as members of the Network. Network membership is limited to **qualified lawyers working in-house and other corresponding in-house legal professionals (i.e. those in the position to be responsible for providing legal advice to their employer organization)** with a connection to Japan. The Administrator may request information to verify eligibility and reject applications and registration if not satisfied that the applicant meets the Network membership criteria.

#### 4. NETWORK PRIVACY POLICY

Registration Data and certain other personal information is subject to the Network's Privacy Policy, which is set out in the Schedule below. By using the Service you consent to the collection and use of this information, as set out in the Privacy Policy.

#### 5. USER ACCOUNT, PASSWORD AND SECURITY

On being accepted as a member of the Network and completing the Service's registration procedure, you will be issued with a password and user name. You must keep your password and user name confidential and agree to be responsible for all activity occurring under them. You must notify the Administrator without delay of any unauthorised use of your password or user name or any other security issue and ensure that you log out from the Service when you end each session. The Network will not be liable for any loss or damage arising from failure to comply with this Section 5.

#### 6. USER CONDUCT

6.1 You, and not the Network, are entirely responsible for all content in whatever form (including software) ("*Content*") that you make available via the Service. The Network does not control the Content posted via the Service and does not guarantee the accuracy, integrity or quality of such Content. The Network will not be liable in any way for any Content, including, without limitation, any loss of or errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Service.

6.2 Posting on the Service is subject to the following rules:

Network member-only sections ("*Forums*") are necessarily restricted in scope and should be used prudently and for the benefit of all of members of the Network. The Forums are not actively moderated and so members using the Forums are required to adhere to the following guidelines and terms of use.

(a) LIABILITY AND OWNERSHIP: The Network does not accept and shall not be liable for the content of any posts on any Forum. Each message posted is owned by, and is the opinion and responsibility of, the member posting it.

(b) REMOVAL: The Moderator may remove any post or thread at any time in its discretion; any member objecting to the removal of a post or thread should contact the Moderator.

(c) ADVERTISING: Forums are not intended for commercial use and members may not post advertising (express or implied) for goods or services, either their own or that of third parties, or any "spam", "junk mail" or "chain letters". Members must disclose any affiliation with any person, entity or service referred to in a post.

(d) RELEVANCE: Posts on a Forum should be kept to relevant content and be as brief as reasonably possible; the Forums are not intended as, and should not be used as "chat sites".

(e) NEGATIVE COMMENTS: In passing comment on any person or entity, members may not make any comment which is unlawful, abusive, vulgar, unreasonable or inaccurate. If a member requests special comment on the services or performance of any person or entity, responses should be provided by e-mail to the requesting member and not generally through a Forum.

(f) ATTACHMENTS: Members should not attach documents, photographs etc. to posts unless strictly relevant.

(g) GENERAL ENQUIRIES: Members should not address questions to the Moderator or the Administrator in the general Forums unless they are of general application to all members. Specific questions should be addressed to the Administrator or Moderator by e-mail.

(h) MESSAGES TO ALL USERS: Messages sent to all registered users of the Service using the User Groups function may only be sent when there is a genuine need to communicate the message to all registered users proactively, and when the purpose of the message is consistent with the aims and objectives of the Network and the Service. The Network asks users to use this functionality with discretion.

(i) STORAGE: Members may not use the forums for storage or archiving materials.

(j) THIRD PARTY RIGHTS: Members may not post any content which is in breach of intellectual property rights, privacy rights or obligations of

confidentiality.

(k) REPEAT POSTS: Members may not repost or repeat posts of other members either on the Forums or outside the Forums without the other member's consent.

(l) BREACH OF GUIDELINES: Members breaching these guidelines and Terms of Use may be blocked from posting by the Moderator.

If you are unsure whether a post is in compliance with these guidelines and Terms of Use, please err on the side of caution, and if in doubt ask the Moderator.

By making a post, a member agrees to abide by the Terms of Use as in effect at the time.

- 6.3 The Network may refuse or remove any Content that is available on the Service, although it is not obliged to and may choose not to do so. You must evaluate, and bear all risks associated with, the use of or reliance on any Content.
  - 6.4 The Network may access, store and disclose your account information and Content submitted by you if required to do so by law or in a good faith belief that such access, storage or disclosure is reasonably necessary to: (a) comply with applicable law; (b) enforce the Terms of Use; (c) respond to claims that any Content breaches any third party rights; (d) respond to your requests for user service; or (e) protect the rights, property or personal safety of the Network, its users or the public.
7. The Service will allow you and the people with whom you communicate to save your conversations in your Service account located on servers for the Service, enabling you to access and search your message history from any computer with access to the internet. Regardless of whether or not you use this feature, other users may use it to save communications with you in their account on the Service. You agree to allow the Network to store these communications on its servers.
8. **CONTENT SUBMITTED FOR INCLUSION ON THE SERVICE**

In relation to Content you submit for inclusion on the Service, you grant the Network the worldwide, royalty-free and non-exclusive licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service, and in other Network communications where applicable, solely for the purpose for which such Content was submitted (which shall be deemed to include the legitimate promotion of communication and networking amongst in-house counsel by the Network unless expressly notified otherwise by the submitting party). This licence will continue for as long as such Content remains on the

Service and will terminate when you or the Network remove it.

## 9. CHANGES TO SERVICE

The Network may at any time modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice. The Network shall not be liable to you or to any third party for any changes, suspension or discontinuance of the Service.

## 10. TERMINATION

The Network may immediately terminate your account and access to the Service at any time and in its sole discretion, including without limitation upon the occurrence of any of the following circumstances: (a) a breach of the Terms of Use; (b) on request by law enforcement or other regulatory agencies; (c) on your request; (d) if it chooses to discontinue or materially modify the Service; (e) unexpected technical or security issues; (f) extended account inactivity; (g) fraudulent or illegal activities by a user. Termination of your account includes removal of access to all offerings within the Service, deletion of your password and all related information, files and content associated with or inside your account and barring of further use of the Service. All terminations shall be at the Network's discretion and the Network shall not be liable to you or any third party for any termination of your account or access to the Service.

## 11. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Network has no control over such sites and resources, you acknowledge and agree that the Network is not responsible for the availability of such external sites or resources, and does not endorse and is not liable for any Content, goods or services on or available from such sites or resources, or in connection with use of or reliance on any such Content, goods or services.

## 12. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE NETWORK, ITS CONVENORS AND OTHER MEMBERS, AGENTS, PARTNERS AND LICENSORS, AND LEXIS/NEXIS MARTINDALE-HUBBELL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- (b) THE NETWORK, ITS CONVENORS AND OTHER MEMBERS, AGENTS, PARTNERS AND LICENSORS, AND LEXIS/NEXIS MARTINDALE-HUBBELL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE NETWORK OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

13. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

The Network respects the intellectual property of others, and we ask our users to do the same. The Network may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of members who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the Administrator with full details and supporting materials.

14. QUESTIONS AND SUGGESTIONS

If you have questions or suggestions, please send your feedback to the Administrator.

## **SCHEDULE - NETWORK FORUM SERVICE PRIVACY POLICY**

### **1. Policy Scope**

This policy sets out how the Network deals with personal information that it collects and receives, including information about your use of the Service. "Personal information" is information about you that is personally identifiable such as your name, address or email address, and that is not otherwise publicly available.

### **2. Collection and Use of Personal Information**

- 2.1 The Network collects personal information when you register with the Network, e.g. your name, email address, organization, job title and telephone number.
- 2.2 Server logs automatically receive and record information from your browser, including your IP address, Network cookie information, and the page requested.
- 2.3 The Network uses information for the following purposes: (i) to contact you; (ii) to administer, maintain and improve the Network and the Service; (iii) for the purposes set out in Section 6 of the Terms of Use; and (iv) to plan, implement and evaluate Network activities.

### **3. Information Sharing and Disclosure**

The Network does not license, sell, or share personal information with other people or non-affiliated entities except to provide material requested, when it has your permission, or in the following cases:

- (i) We provide personal information to the developers, administrators and maintainers of the Service, currently Laura Mackinnon and members of the Network responsible for the Service, for the purpose of developing, administering and maintaining the Service and for no other purpose.
- (ii) We will respond to court orders, or legal process, or to confirm or exercise our legal rights or defend against legal claims.

- (iii) We will share information when we believe it is necessary in order to (a) comply with applicable law; (b) enforce the Terms of Use; (c) respond to claims that any Content breaches any third party rights; (d) respond to your requests for user service; or (e) protect the rights, property or personal safety of the Network, its users or the public.

#### **4. Cookies**

- 4.1 The Network may establish and access Network cookies on your computer.
- 4.2 The Network may allow other companies that show material on the Service to establish and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies. Such other companies do not have access to Network cookies.

#### **5. Editing and Deleting Account Information and Preferences**

- 5.1 You may edit your Network account information at any time. Updating your account information is the responsibility of each member.
- 5.2 The Network reserves the right to send you certain communications relating to the Service, such as administrative messages, that are considered part of your Network account, without offering an opt-out choice.
- 5.3 You can delete your Network account by contacting the Administrator and requesting deletion.

#### **6. Policy Changes**

The Network may update this policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the email address registered in your Network account and/or by placing a prominent notice on our site.