

TERMS AND CONDITIONS

Japan Automobile Manufacturers Association Website (www.jama.org)

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THIS SITE. By continuing to access or use this site, or any service on this site, you signify YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. From time to time, the Japan Automobile Manufacturers Association ("JAMA") may modify these terms and conditions. Accordingly, please continue to review these terms and conditions whenever accessing or using this site. Your use of the site, or any service on this site, after the posting of modifications to these terms and conditions will constitute YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS, as modified. If, at any time, you do not wish to accept the terms and conditions, you may not use the site. Any terms and conditions proposed by you which are in addition to or which conflict with these terms and conditions are expressly rejected by JAMA and shall be of no force or effect.

- 1. User Consent to Terms and Conditions.** You represent that you have read and agree to be bound by the terms and conditions ("TOS") for . You further agree: (a) to comply with U.S. law regarding the transmission of any data obtained from the Service (as defined herein) in accordance with the TOS; (b) not to use the Service for illegal purposes; and (c) not to interfere or disrupt networks connected to the Service.
- 2. Intellectual Property.** This Web site, including but not limited to text, content, photographs, video, audio, graphics, and look and feel (the "Service"), is protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries. The Service is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Service are also copyrighted works. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service.
- 3. Restrictions on Use.** You may not use the Service for any illegal purpose or in any manner inconsistent with the TOS. You agree to use the Service solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute or dispose of any information contained in the Service in any manner that could misrepresent, or not accurately reflect such information, or disparage or defame JAMA. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by JAMA and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property of JAMA and such others. You agree to protect the proprietary rights of JAMA and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by JAMA or its suppliers of content, equipment or otherwise ("Suppliers") to protect their and others' contractual, statutory and common law rights in the Service. You agree to notify JAMA in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

4. **Further Restrictions on Use.** YOU MAY NOT COPY, REPRODUCE, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, DISTRIBUTE, PUBLISH, DISPLAY, PERFORM, MODIFY, UPLOAD TO, CREATE DERIVATIVE WORKS FROM, TRANSMIT OR IN ANY WAY EXPLOIT ANY PART OF THE SERVICE, UNLESS YOU (1) PROVIDE PROPER ATTRIBUTION TO JAMA, (2) SUCH ACTIVITIES ARE CARRIED OUT FOR YOUR OWN PERSONAL, NONCOMMERCIAL USE, AND (3) YOU RETAIN ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES. YOU MAY NOT OFFER ANY PART OF THE SERVICE FOR SALE OR DISTRIBUTE IT OVER ANY OTHER MEDIUM INCLUDING BUT NOT LIMITED TO OVER-THE-AIR TELEVISION OR RADIO BROADCAST, A COMPUTER NETWORK OR HYPERLINK FRAMING ON THE INTERNET WITHOUT THE PRIOR WRITTEN CONSENT OF JAMA. YOU MAY NOT USE ANY OF JAMA'S TRADEMARKS, TRADE NAMES OR SERVICE MARKS IN ANY MANNER WHICH CREATES THE IMPRESSION THAT SUCH NAMES AND MARKS BELONG TO OR ARE ASSOCIATED WITH YOU OR ARE USED WITH JAMA'S CONSENT, AND YOU ACKNOWLEDGE THAT YOU HAVE NO OWNERSHIP RIGHTS IN AND TO ANY OF THESE NAMES AND MARKS. YOU WILL NOT USE THE SERVICE OR THE INFORMATION CONTAINED THEREIN IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU WILL NOT USE ANY OF JAMA'S TRADEMARKS, TRADE NAMES OR SERVICE MARKS IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU AGREE TO COMPLY WITH ANY OTHER APPLICABLE TERMS AND CONDITIONS SET FORTH ON THE SERVICE, INCLUDING THE LINKING AND FRAMING PROVISIONS.
5. **License.** You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the TOS. Should you choose to download content from the Service, you must do so in accordance with the TOS. Such download is licensed to you by JAMA ONLY for your own personal, noncommercial use in accordance with the TOS and does not transfer any other rights to you.
6. **Rights Reserved.** All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the "Intellectual Property Rights") shall, as between you and JAMA, at all times be and remain the sole and exclusive property of JAMA. All present and future rights in and title to the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to JAMA for its exclusive use. Except as specifically permitted by the TOS, you may not copy or make any use of the Service or any portion thereof. Except as specifically permitted herein, you shall not use JAMA's Intellectual Property Rights or the Service, or the names of any individual participant in, or contributor to, the Service, or any variations or derivatives thereof, for any purpose, without JAMA's prior written approval.
7. **Disclaimer and Limitation of Liability.** You agree that your use of the Service is at your sole risk and acknowledge that the Service and anything contained within the Service, including, but not limited to, content, services, goods or advertisements (the "Items") are provided "AS IS" and that JAMA makes no warranty of any kind, express or implied, as to the Items, including, but not limited to, merchantability, non-infringement, title or fitness for a particular purpose or use. JAMA does not warrant that the Service is compatible with your equipment or that the Service is free of errors or viruses, worms or "Trojan horses" and is not liable for any damage you may suffer as a result of such destructive features. You agree that JAMA, its Suppliers and its third-party agents shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of JAMA, its employees, subcontractors, agents, Suppliers or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or

consequential damages or any claim against JAMA by any other party; or (ii) any fault, inaccuracy, omission, delay or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. The content of other Web sites, services, goods or advertisements that may be linked to the Service is not maintained or controlled by JAMA. JAMA is therefore not responsible for the availability, content or accuracy of other Web sites, services or goods that may be linked to, or advertised on, the Service. JAMA does not: (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Service; (b) guarantee the accuracy, completeness, usefulness or adequacy of any other Web sites, services, goods or advertisements that may be linked to the Service; or (c) make any endorsement, express or implied, of any other Web sites, services, goods or advertisements that may be linked to the Service. JAMA is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media and equipment you use to access the Service. You understand that JAMA and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the TOS.

8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL JAMA, ITS SUPPLIERS AND ITS THIRD-PARTY AGENTS BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF A JAMA AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TOS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall JAMA's total liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you, if any, for accessing this site.
9. **Representations and Warranties.** You represent, warrant and covenant that: (a) you have the power, authority, and legal capacity to enter into this agreement; (b) you shall not use any rights granted hereunder for any unlawful purpose; and (c) you shall use the Service only as set forth in the TOS. If you do not have the power, authority, and legal capacity to enter into this agreement, you must access the Service under the supervision of an individual that (1) has the power, authority, and legal capacity to enter into this agreement; and (2) accepts to be bound by this agreement on behalf of you and his/herself.
10. **Indemnification.** You agree, at your own expense, to indemnify, defend and hold harmless JAMA and its employees, representatives, Suppliers and agents, against any claim, suit, action or other proceeding brought against JAMA, its employees, representatives, Suppliers and agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against JAMA, its employees, representatives, Suppliers and agents is based on or arises in connection with the Service, or any links on the Service, including, but not limited to: (i) your use or someone using your computer's use of the Service; (ii) a violation of the TOS by you or anyone using your computer; (iii) a claim that any use of the Service by you or someone using your computer infringes any Intellectual Property Right (as herein defined) of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer; (v) any misrepresentation or breach of representation or warranty made by you contained herein; or (vi) any

breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

11. **Termination.** Either you or JAMA may terminate the TOS with or without cause at any time and effective immediately. You may terminate the TOS by discontinuing use of the Service and destroying all materials obtained from the Service. The TOS will terminate immediately without notice from JAMA if you, in JAMA's sole discretion, fail to comply with any provision of the TOS. Upon termination by you or upon notice of termination by JAMA, you must destroy promptly all materials obtained from the Service and any copies thereof. Sections two through ten (2-10) and twelve through twenty-one (12-21) shall survive any termination of the TOS.
12. **Privacy Policy.** JAMA's policy is to respect and protect the privacy of our users. As a result, JAMA collects your personal information in two limited circumstances. First, if you elect to receive periodic informational updates from JAMA, you will be required to provide JAMA with your e-mail address to permit delivery. Second, you may provide your personal information to JAMA (name, organization (optional), address (optional), telephone number (optional), and e-mail (optional)) when you chose to provide JAMA with feedback. The information is used to contact you only if a response to your feedback is appropriate. In both cases, JAMA will not disclose or sell your personal information to a third-party. JAMA reserves the right to change this statement at any time by editing this provision.
13. **Linking and Framing.** You may include a link(s) on your Web site to the home page, currently located at www.jama.org provided, however, that you do not link to any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable intellectual property, proprietary, privacy or publicity rights. JAMA is concerned with activities such as linking to an internal or subsidiary page of this Web site that is located one or several levels down from the Home Page ("deep linking"), or bringing up or presenting content of this Web site within another Web site ("framing"). You must therefore make a specific request for, and secure permission from, JAMA prior to deep linking to, or framing, this Web site or any of its content, or engaging in similar activities. If you would like to deep link to or frame this Web site, or any of its content, you must request permission from JAMA by writing to our [Link Request](mailto:linkrequest@jama.org) e-mail box. Please include: (a) your name, e-mail address, and telephone number; (b) the name of your company; (c) the Web site address(es) where the proposed deep linking or framing will occur; and (d) specific details about the contemplated deep linking or framing activities, including the content or Web page(s) of this Web site to which you would like to deep link or frame.
14. **Copyright Agent.** The Copyright Agent for Copyright Infringement Claims (Digital Millennium Copyright Act): The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is: Russell L. Smith, Esq., Willkie Farr & Gallagher, Three Lafayette Centre, 1155 21st St., NW, Suite 600, Washington, DC 20036, telephone (202) 429-4784, facsimile (202) 887-8979, e-mail: rsmith@willkie.com.
15. **Trademark Notice.** _____ are trademarks and service marks of JAMA. All rights reserved.
16. **Governing Law.** The TOS shall be governed and construed in accordance with the laws of the United States and the District of Columbia, without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in the District of Columbia with respect to any

legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the TOS.

17. **United States' Export Control & Foreign Asset Control Regulations.** JAMA does not represent that materials in the Service are appropriate or available for use in countries outside the United States. If you choose to access the Service from outside the United States, you are responsible for compliance with foreign and local laws. Software from the Service may be subject to United States export controls and may not be downloaded, exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, Sudan, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, controlled by or a national or resident of any such country or on any such list.
18. **Miscellaneous.** You accept that JAMA has the right to change the content or technical specifications of any aspect of the Service at any time at JAMA's sole discretion. You further accept that such changes may result in your being unable to access the Service.
19. **Headings.** The section titles in the TOS are used solely for the convenience of you and JAMA and have no legal or contractual significance.
20. **Severability.** If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.
21. **Entire Agreement.** The TOS and any other terms and conditions on , and its successor, constitute the entire agreement between you and JAMA and govern your use of the Service.