

# Legal Notice



## Website Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. YOUR ACCESS TO, AND USE OF, THIS WEBSITE AND ITS MATERIALS IS CONDITIONED UPON YOUR ACCEPTANCE AND COMPLIANCE WITH THESE TERMS IN FULL. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE LEAVE THIS WEBSITE IMMEDIATELY AND CEASE ANY FURTHER USE OF ANY MATERIALS YOU HAVE OBTAINED FROM THIS WEBSITE.

### Disclaimer

- Any person (hereinafter, “**user**”) who chooses to access to or use this website do so at his/her own risk. This website may contain links to third party sites. Access to any other Internet sites linked to this website is at user’s own risk. These links are provided merely as a convenience and the inclusion of such links does not imply an endorsement or recommendation by us, and as such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party sites.
- This website (including all information and materials contained herein) is provided on an “as is” and “as available” basis without any representation or warranty of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law, including but not limited to representations or warranties of non- infringement of third party rights (including but not limited to intellectual property rights), merchantability, satisfactory quality, or fitness for a particular purpose. Without prejudice to the foregoing, and to the extent permitted by applicable law, we make no representations and warranties regarding the authenticity, accuracy, effectiveness, timeliness, completeness and legality of the information contained in this website.
- Under no circumstances will we be liable for any lost profits, lost opportunity or any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with any use or inability to use this website or any portion thereof (including any third party contents), even if we have been advised of the possibility of such damages.
- We do not provide any guarantee as to the following:
  - that access to this website will not be interrupted, delayed or limited;
  - compatibility of this website and your computing equipment;
  - that the server operation will not be interrupted or free of viruses, worms or TrojansUnder no circumstances will we be responsible for any damages caused by the above incidents.

### Prohibition

- Users are prohibited from:
  - using this website and all contents contained herein, in whole or in part, for profit-making or commercial purposes, including but not limited to use, reproduce, upload, download, transmit, sell or resell this website and all information contained herein; or
  - using this website in any manner that could create an impression of affiliation, sponsorship or endorsement by SBI BITS Co., Ltd. (“SBI BITS”) and its affiliates.
- Registered users must not disclose their user ID and password to a third party. Registered users must not use any information obtained from this website for purposes not related to the use of this website.

## Intellectual Property Rights

- All right, title and interest in this website and the contents contained herein are the exclusive properties of SBI BITS and its affiliates.
- All trademarks, service marks, trade names, brand features and logos displayed on this website are proprietary to SBI BITS, its affiliates, and/or their respective owners, except as otherwise stated.
- Nothing contained on this website should be construed as granting, by implication, estoppel or otherwise, license of any kind.

## Publication of User Generated Content (“UGC”)

- Users are solely responsible for any UGC published on this website by them. We are not responsible for, and do not endorse, any such UGC.
- We will not permit the publication of any UGC that:
  - is in violation of the law;
  - violates a third party’s rights (including intellectual property rights), reputation, privacy, trust or other legal entitlements;
  - amounts to intimidation, harassment or defamation;
  - contains elements of indecency, vulgarity, or otherwise unethical; or
  - is otherwise deemed inappropriate by us.
- We have the right to review UGC prior to its publication. If it is determined that such UGC is inappropriate for reasons stated above, we will deny its publication. Any UGC already published may be revised or removed by us in our sole discretion. We may also ban a user from using this website, impose certain limitations of use, or delete the user’s account.
- We may retain any UGC already published or pending to be published, and may disclose such information to a third party if it is required for the purposes of meeting certain legal requirements, or handling a third party’s complaint, or for purposes otherwise deemed necessary by us.
- By requesting to have any UGC published on this website, the user expressly provides its consent for us to use in part or in full, any UGC, and that the user agrees not to claim any proprietary right over the UGC.

## Privacy

SBI BITS Co., Ltd. (the “Company”) is committed to uphold its customer-centered management philosophy, with a focus on the creation of IT services that will significantly benefit the customers, and to contribute to the development of the IT industry and the revitalization of Japan’s economy. In order to achieve the aforementioned objectives, it is necessary to obtain certain client information. The Company understands that it is one of its most important social responsibilities to safeguard personal information and Individual Number (together “Personal Information”). As such, the Company has implemented the following guidelines for the protection of clients’ important Personal Information.

- Compliance with Applicable Laws and Regulations  
When handling Personal Information, the Company complies with the Act on the Protection of Personal Information and other applicable laws and regulations, ministerial guidelines, guidelines by the recognized personal information protection associations, as well as matters set out herein.
- Purposes of Use of Personal Information  
On the premises that clients’ consent has been obtained and that it is permitted by law, the Company will only deal with Personal Information to the extent that it is necessary to achieve the objectives set out [herein](#). As for Individual Number, it will only be dealt with within the scope that is permitted by law.

- **Secure Management of Personal Information**  
In order to prevent any leakage etc. of clients' Personal Information, the Company will take all necessary and appropriate security measures, as well as exercising appropriate supervision over all officers, employees and any subcontractors.
- **Assurance of Accuracy**  
The Company will endeavor to ensure that clients' Personal Information is always kept accurate and up to date.
- **Continuous Improvement**  
In order to ensure the appropriate handling of clients' Personal Information, the Company may revise this statement if deemed appropriate, and endeavor to make continuous improvement.
- **[Request to Disclose etc.](#)**  
Concerning any requests by clients for the disclosure of, amendment of or discontinuation of the use of any retained Personal Information, upon verifying the client's identity, the Company will endeavor to process such request appropriately and promptly.  
If a request concerns the disclosure of whether or not the Company is in possession of the client's Individual Number, a "Yes" or "No" response will be provided.
- **Handling of Inquiries, Comments and Complaints**  
The Company will endeavor to address clients' inquiries, comments or complaints regarding its handling of Personal Information in good faith and in an appropriate manner.
- **Contact Information**  
For any requests made under Section 6 above, as well as any queries, comments and complaints regarding the Company's handling of Personal Information, please contact the following:  
Responsible Department: the Operations Department  
Telephone inquiries: 03-4510-7000  
between 8:00am and 6:00pm (excluding Saturdays, Sundays, public holidays, year-end and New Year holidays).  
For further information regarding the primary means of acquiring Personal Information employed by the Company and major outsourced business operations, please [click here](#).

### **Scope and Revision**

- All users shall comply with these terms.
- We may, in our sole discretion, publish additional terms of use in another section on this website or through other means we deem appropriate, and such additional terms are deemed to be incorporated into these terms.
- These terms are subject to change without notice, from time to time in our sole discretion. Any revision and/or addition to these terms shall become effective upon being published on this website.