

## Payless Images Royalty-free Content License Agreement

This License Agreement on Royalty-free Copyrighted Content ("Agreement") constitutes the entire legally binding agreement between Payless Images corporation (hereinafter "Payless Images") and each of the users described below.

A user ("the User") who has purchased royalty-free content (i.e., photos, videos and digital data) ("the Content") through the download service of imagenavi ("the Service"), a site operated by Payless Images, is deemed to have agreed to the terms and conditions of this Agreement when the User clicks on the "I Agree" button on the screen that displays the Agreement and is entitled to use the Content pursuant to the terms and conditions below.

This Agreement is subject to change at the discretion of Payless Images. Up-to-date terms and conditions of this Agreement are applied to the Content immediately after these terms and conditions are posted on the Payless Images website (<http://imagenavi.com/>).

### Terms and Conditions

All copyrights for the Content provided through the Service are retained by Payless Images or the third parties that have supplied the Content to Payless Images. Nothing contained in this Agreement shall be construed as assigning the User any right to the Content or as authorizing the User to grant any third parties a license to use the Content.

#### [Scope of License]

- The license to use the Content is granted only to the User who has purchased the Content.
- The User may use the Content, with or without modification, in advertisements or other items stated below for commercial or non-commercial purposes. The User shall also refer to the terms and conditions for the use of the Content pursuant to the Extended License and Prohibitions below:
  - Advertising printed matter (e.g. flyers, catalogs and brochures advertising products and/or services), web advertising, commercial films
  - Material distributed for commercial or personal use
  - Merchandise design
  - Web design
- The Content that was supplied by the User to any third party may be used by that third party on condition that the Content is used without modification. When the User entrusts a third party to alter the Content, that third party may use the Content only for accomplishing the User's purpose. The User shall be responsible for ensuring that the third party to whom the User supplied the Content uses the Content in compliance with the terms and conditions of this Agreement.
- The information shown on the preview page of the Content applies to the use of the Content by the User. The User shall not fail to read and understand the information before or during use of the Content.

#### [Extended License]

• When the User wishes to use the Content for any of the usages stated below, with or without modification, the User must purchase a separate agreement for an Extended License, a fee-based additional service. An inquiry with Payless Images is required for obtaining details of the Extended License. The intended uses that require an Extended License include but are not limited to the following examples:

- Use of the Content for services, at the request of a third party, to modify and supply the Content (including to supply the Content in printout or other output form) to a special majority or to the general public. These services include:
  - Production and/or printing of greeting cards, including New Year's cards and invitation cards;
  - Production of smartphone cases;
  - Production of T-shirts; and
  - Production of promotional novelty products.
- Use of the Content in a manner that enables a third party to choose to use the Content, including:
  - Downloading the Content for wallpapers of computers or other digital devices;
  - Bundling the Content with hardware, software or books; or
  - Loading the Content into templates
- Use of the Content for the purpose of letting a third party modify or edit the digital data containing the Content
- Copy of the Content onto hard disk drives, servers or cloud servers accessible by multiple computers or client terminals
- It should be noted that part of the Content is not available for Extra License Agreement due to the copyrights involved.

#### [Prohibitions]

- The User shall not use the Content, with or without modification, in any usages specified below:
  - Use of the Content in a manner or by using wording that gives the false impression that the User owns the copyright to the Content or is authorized to grant a license to use the Content
  - Use of the Content for creating or handing over products that are identical or similar to the objects in the Content (e.g. textiles, fabrics, paper, etc.)
  - Use of the Content in trademarks, trade names or other trade descriptions
- The User shall not use the Content in a manner that is offensive to public order and morals. It is not allowed to use the Content for the purpose of any business or activity that is against public order and morals. The User shall not use the Content in adult videos/ magazines, irrespective of the media used, including but not limited to covers, articles and advertisements of such adult videos or magazines. The Content shall not be used in articles, images, advertisements or other media which are created for porn or adult entertainment industry.
- The User shall not use the Content in a manner that is detrimental to the characteristics, dignity, honor or credibility of the objects in the Content (i.e. everything contained in the Content including people, goods and landscapes).
- The User shall not use the Content in a manner that gives or is likely to give the impression that the objects in the Content is using or recommending a specific service or commodity, or in a manner that makes or is likely to make the objects look displeasing or otherwise ruins or is likely to ruin the reputation of humans in the Content.

- The User shall not use the Content in any media whose content, in whole or in part, is illegal, false, libelous or slanderous.
- The User shall make inquiry with Payless Images when the User is not sure whether any specific act of the User falls under the category of the aforementioned prohibited uses.

[Indemnification]

- The User acknowledges that Payless Images does not provide you with any guarantee regarding the Content. In no event shall Payless Images be liable for any impediments, accidents, or any loss or damage that are caused from or in connection the Service or use of the Content.
- The Content, its explanation and captions including place names and other proper names have not been updated since the Content and images/photos in the Content were created. The Content may consist of modified or composite images/photos including satellite images and computer graphics. The User acknowledges that Payless Images does not provide you with any guarantee regarding the accuracy of these images/photos from an academic, technical or any other perspective.
- The User acknowledges that the User's sole remedy for any defect in the Content shall be replacement of the Content with a substitute (the latest version of the Content when the replacement is claimed) without defect and Payless Images disclaims any other liabilities and remedies with respect to any defect in the Content.
- The Content provided through the Service may be changed without prior notice, and the Content that the User wishes to use may become unavailable. Payless Images assumes no responsibility whatsoever for any damage or loss incurred by the User and any third party or for any dispute arising between the User and any third party due to the termination of the license to use the Content. The User shall refer to the latest information about the Content on the Payless Images's website from time to time.

[Other]

- The User is not required to include Payless Images or the Service in the credit titles or brand names that the User may choose to show in relation to the use of the Content.
- In the event of the User is in violation of any terms or conditions of this Agreement, Payless Images shall be entitled to immediately terminate this Agreement without prior notice, and the User may not use the Content thereafter.
- Regarding any use of the Content by anyone, including but not limited to the User, in violation of this Agreement or any unauthorized use, Payless Images is entitled to claim damages and penalties 5 times as great as the royalties.
- This Agreement shall be governed by and construed in accordance with the laws of Japan. Any dispute which may arise in relation to this Agreement or the Service shall be under the exclusive jurisdiction of the Kyoto District Court as the court of first instance.

June 1, 2016