

Terms of Use for mixi Partner Account

NOTICE: The following terms of use for mixi Partner Account is English translated document from original Japanese terms of use. In the case that those two terms have any discrepancy, original terms of use shall supersede and Japanese terms of use is definitive and legally binding.

1. Overall

This Terms of Use for mixi Partner Account ("Term") describes terms and conditions for the use of mixi partner account. By using mixi partner account, you are deemed to agree to all terms and conditions set forth herein. This Term governs all activities without limitation that a Partner by using Services.

In the case that this Term conflicts with other terms of use stated other documents, this Term supersedes any of them in terms of the use of the Services.

2. Definitions

- "Application" means any application including but not limited to application, widget or websites developed by utilizing mixi Platform.
- "Data" means a data including but not limited to dairy, profile, comment, review, picture and motion picture that User post to the Site
- "Developer" means a person who develops an Application.
- "Partner" means an enterprise approved as a partner pursuant to Sec. 4 (2) set forth in this Term.
- "Registered email address" means an email address registered by a Partner for this Services.
- "Services" means a service that is available for a Partner registered for the partner account. The detail is described in attached appendix.
- "Site" means website at <http://mixi.jp>, mobile website at <http://m.mixi.jp>.
- "mixi", "we", "us" and "our" respectively means mixi, Inc., duly incorporated under the corporate law of Japan.
- "User" means a person who has registered for the membership to use the Sites other than Partner.

3. Change and Modification

mixi may change this Term at any time without prior notice upon its sole discretion. Continuous use of the Services constitutes acceptance of those changes. Such modification shall be effective immediately after describing in the Sites unless otherwise expressly stated.

4. Registration

- 4.1 An enterprise that intends to use the Services submits a registration form to us upon the consent for this Term and other related terms of use.
- 4.2 Upon our approval for the registration, such enterprise ("Applicant") is entitled to be a Partner.

5. Disapproval

5.1 mixi maintains its right to disapprove the registration in its sole discretion if any of the following applies:

- (a) the Applicant has not been registered pursuant to Section 4 (2) of this Term;
- (b) the Applicant has been suspended the Services due to its violation of the Terms and/or other terms;
- (c) mixi deems the Applicant inappropriate.

6. Service Suspension

6.1 A Partner shall apply for the Service suspension in the case the Partner intends to stop using the Services.

6.2 mixi is entitled to suspend the Service when a Partner:

- (a) has not been registered pursuant to Section 4 (2) of this Term;
- (b) violates or be deemed to violate the Terms and/or other terms;
- (c) files bankruptcy or is unable to continue the business;
- (d) does not respond appropriately from our inquiry;
- (e) to be deemed inappropriate in mixi's sole discretion;

7. Term of Use

7.1 A Partner shall not transfer the partner account or grant a license of the partner account to the third party for any reason. A Partner shall be responsible for the use of the partner account and its maintenance.

7.2 A Partner shall be obliged to register an email address ("Registered Email Address") under its own control and in the case that the Registered Email Address no longer belongs to the Partner, the Partner shall change its Registered Email Address to another email address that is controlled by the Partner.

7.3 A Partner shall be responsible for the management of the Registered Email Address and password. The Partner is liable to any of abuse, misconduct of the Registered Email Address and password and its consequences.

7.4 mixi is entitled to deliver and/or provide information including without limitation advertisement distribution to the Partner via email or other measures. In the case that any Partner unable mixi to distribute the information designated by mixi, mixi shall stop delivering the information unless the information is necessary to the Users. In such case, the Services for such Partner is restricted

7.5 A Partner is entitled to upload the Data only to its own account and community managed by the Partner.

7.6 A Partner shall not develop a new community similar to any existing community and shall not describe any content that may cause misunderstanding or confusion to any official community on the Site.

7.7 A Partner shall not ask other Partner or User to register the Partner's account as "my mixi". The Partner is also prohibited from inviting others to the Partner's account on the Site. A Partner shall use the Services in compliance with all provisions stated herein as well as other terms of use and guidelines.

8. Partner's Environment

A Partner shall procure any necessary hardware, software and network environment at its own expense to use the Services. The Partner shall be reasonable for any malicious conducts including but not limited to network malfunction. mixi shall not be liable for any damage resulted from such malicious conducts.

9. Partner's Responsibility

- 9.1 A Partner shall be fully responsible for using the Services and any consequences and activities occurred by the use of the Services.
- 9.2 In addition to the foregoing, a Partner shall be responsible for the Data posted by the Partner and its User. mixi is not liable for anything related to the Data.
- 9.3 In the case that a Partner defames the others, violates any privacy, disclose the third party's confidential information including individual privacy, violates copyright acts and/or violates other's rights in any ways, such Partner shall seek any remedy or resolution at its own expense. mixi is not liable for any of the foregoing.
- 9.4 In the case that the Partner receives any inquiry or claim in terms of the usage and/or storage of Data, such Partner shall take all necessary actions for the inquiry or claim. In the case that mixi receives the inquiry or claim from the User or the third-party, mixi shall notify the User or the third-party to claim to the Partner. mixi shall be entitled to disclose contact information of the Partner to the User or the third-party.
- 9.5 A Partner acknowledges that mixi is not obligated to store any of the Data and the Partner shall take necessary backup or store the Data if needed.
- 9.6 A Partner represents that it has no relation directly or indirectly with any anti-social activity or entity. The Partner also represents that it does not provide any financial support or other transaction, appoint any director of board or employ any employee relating to the anti-social activities and/or entity.

10. Partner's Responsibility

10.1A Partner shall not develop any application including following content;

- (a) violating the contractual, personal, intellectual property or other rights of mixi and any other party;
- (b) revealing any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
- (c) any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- (d) defaming, libeling, ridiculing, mocking, disparaging, threatening, harassing, intimidating and/or abusing anyone;
- (e) leading any of fraud, drug abuse, prostitution, illegal bank accounts or cellular phone trade;
- (f) illegal gambling or soliciting another individual to illegal gambling;
- (g) engaging, promoting or constituting illegal activity;
- (h) promoting or soliciting another individual to commit suicide;

- (i) profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language
- (j) disseminating or transmitting viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program or describing how to disseminate or transmit foregoing;
- (k) tricking, defrauding or misleading mixi to provide, to represent or the Partner to have any alliance with mixi;
- (l) in violation with terms of use for mixi platform;
- (m) containing improper content in mixi's sole discretion other than the foregoing.

10.2A Partner shall not develop any application including following functionality:

- (a) disseminating a message to unsolicited users, asking any user to add the account on "my mixi", placing a trace on any user or inviting unsolicited users;
- (b) spamming in any kind or any location on the Site;
- (c) illegitimately deleting or rewriting information stored on Site or any third-party site;
- (d) disseminating or transmitting viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;
- (e) causing unexpected behavior or actions to users;
- (f) overloading on servers belong to mixi and/or the third party;
- (g) causing or attempting to cause any obstacle that may unable mixi to operate its platform and/or network properly;
- (h) promoting the users to violate terms of use for mixi and/or mixi platform;
- (i) infringing or appearing to infringe the third party's right;
- (j) violating or attempting to violate any regulations, restrictions and/or decencies;
- (k) improper functionality deemed in mixi's sole discretion other than the foregoing.

10.3A Partner shall not:

- (a) duplicate, modify, change, translate, reverse engineer, decompile, reverse assemble, or attempt to discover any of mixi APIs;
- (b) use the data from the Site through mixi API for any purpose other than the purpose for using applications;
- (c) disclose the data from the Site through mixi API to any third-party;
- (d) grant a license to use including without limitation, duplicate, modify or distribute the data from the Site through mixi API;
- (e) trick, defraud or mislead mixi to provide, to represent or the Partner to have any alliance with mixi;
- (f) impersonate other party;

- (g) abuse or misconduct deemed to violate the terms of use for mixi platform in mixi's sole discretion;
- (h) infringe or attempt to infringe the third party's right;
- (i) violate or attempt to violate any regulations, restrictions and/or decencies;

11. Changes

Mixi is entitled to add, change, suspend and/or terminate the Services at any time in its sole discretion.

12. Fees

A Partner is entitled to use the Service without any fees or charges unless otherwise set forth in other terms and conditions.

13. Representation and Warranty

A Partner represents and warrants that any Data posted by the Partner shall not infringe any third party's rights. In the case that any dispute or litigation occurs, the Partner shall seek any remedy at its own expenses.

14. License of the Data

14.1 mixi and a Partner acknowledge that the rights including copyrights of the Data developed by the Partner remains to the Partner.

14.2 Mixi and a Partner furthermore acknowledge that the Partner grant a license of the Data to the extent that mixi improves, maintains and/or develop of the Sites and maintenance tools for the Sites.

15. Use of the Data

15.1 A Partner shall send a prior notification to mixi in referring the Data to any publication including other websites than the Sites.

15.2 A Partner shall not use any of the trademarks, logos, webpage, screenshot and/or design for any publication including other websites than the Sites.

16. Advertisement Distribution

16.1 Mixi may display a certain advertisement to a location designated by us in the Services.

16.2 A Partner acknowledges that mixi is entitled to settle form of advertisement, content and location in its sole discretion.

17. Indemnification

17.1 mixi shall not involve any of a Partner's communications or activities between the Partners or between the Partner and Users. In the case that any dispute or litigation occurs, the entities involved in such dispute or litigation shall seek resolution at its own expenses, and mixi does not take any actions for the dispute.

17.2 mixi shall hold neither harm in terms of any damages or losses caused by addition, change, suspension and/or termination of the Services, nor any system difficulties including but without limitation traffic congestions.

17.3 mixi is not obligated to store or monitor the Data posted by a Partner.

17.4 mixi shall not represent or warrant any of accuracy, reliability, legitimacy of the Data posted by a Partner.

17.5 mixi is entitled to monitor, store and/or disclose the Data for any of following occasions:

- (a) A Partner agrees that mixi conducts any of the foregoing,
- (b) mixi needs to examine, analyze and fix any technical bugs,
- (c) an authority including court submits official inquiry along with appropriate legal procedure,
- (d) mixi deems necessary to monitor the Data to prevent any violation or potential violation of this Term or other terms of use,
- (e) mixi deems an emergency that any of one's life or property is in danger,
- (f) mixi deems necessary to operate the Site appropriately.

17.6 Mixi is entitled to suspend the partner account, delete all or part of the Data and restrict the place where the Partner post shall when mixi deems that the Term or other terms has been violated or to be violated.

18. Jurisdiction and Governing Law

18.1 This Policy shall be governed by Japanese law.

18.2 The Partner and mixi shall take any reasonable measure and discuss over any disputes between the parties. In the case that such measures may not provide any remedy, The Tokyo District Court shall have exclusive jurisdiction for the first instance over any lawsuit between the parties.