

Terms of PIA LIVE STREAM Service

Article 1 Scope of Terms

1. PIA Corporation (hereinafter referred to as the "Company") provides a streaming service through which Users can watch the video contents of various kinds of live entertainment (hereinafter referred to as "Distributed Contents"). The streaming service provided by the Company, Distributed Contents, players for watching Distributed Contents (hereinafter referred to as "Video Players") and other functions provided at any time in connection with the Company's business are collectively referred to as "PLS Service."
2. These Terms of PIA LIVE STREAM Service (hereinafter referred to as "Terms for PLS Users") apply to the Company and the PLS Service users (hereinafter referred to as "Users") in connection with the use of the PLS Service.
3. If any guidelines, policies or other document in which the Company specifies terms of the use of the PLS Service, rules on that use or other matters (hereinafter referred to as "Individual Provisions"; Individual Provisions, these Terms for PLS Users, and the PIA Membership Agreement separately made by the Company (<http://t.pia.jp/info/terms.jsp>) are collectively referred to as "Terms and Conditions") is drawn up or framed under any title in addition to these Terms for PLS Users, Users shall use the PLS Service in accordance with the provisions of the Individual Provisions in addition to these Terms for PLS Users and the PIA Membership Agreement.
4. When a User uses the PLS Service, the User shall each time make sure of information, things to note and other matters provided in the PLS Service. When a User uses the PLS Service, the User shall be deemed to have agreed on all the provisions of the Terms and Conditions.

Article 2 Modification to Terms and Conditions

1. Pursuant to the provisions of Article 548-4 of the Civil Code, the Company may modify the Terms and Conditions. In the case of modification to the Terms and Conditions, the Company shall notify modification to the Terms and Conditions, the provisions of the Terms and Conditions modified, and the effective time of the modification on its website not less than one month before the modification.
2. When the Company notifies Users of the provisions of the Terms and Conditions modified, if a User uses the PLS Service after the effective time of the Terms and Conditions modified, the User shall be considered to have agreed on the Terms and Conditions modified. If a User does not agree on the Terms and Conditions modified, the User may not use the PLS Service anymore. Provided, however, that this does not apply to the case where a User has already purchased the right to watch any Distributed Contents to the extent that the User watches those Distributed Contents.

Article 3 Application for Use and Approval Therefor

1. A person who wishes to use the PLS Service shall agree on the provisions of the Terms and Conditions and then shall make an application for use in the way specified by the Company.
2. In starting the use of PLS Service, a person shall register as a member of PIA in accordance with the provisions of the PIA Membership Agreement separately made by the Company unless otherwise specified by the Company. Users shall be responsible for all kinds of the use of their accounts, such as use by their family

- member.
3. If the Company finds that an applicant falls under any of the following items, the Company may give no approval for the use of the PLS Service or may revoke the approval afterward.
 - (1) If an applicant makes an application for use not in a prescribed way.
 - (2) If an applicant is not a person who is to use the PLS Service.
 - (3) If an applicant is a person whose use of the PLS Service has been restricted due to a breach of the Terms and Conditions in the past.
 - (4) If an applicant is a member of or a person concerned with an antisocial force.
 - (5) If it turns out that any misrepresentation is included in matters stated in the application.
 - (6) If an applicant does not exist.
 - (7) If the Company otherwise finds it inappropriate to give approval.

Article 4 Use of PLS Service

1. The PLS Service includes paid Distributed Contents and free Distributed Contents. In order to use the paid Distributed Contents, it is necessary to purchase a ticket to watch the Distributed Contents you want to watch on the PLS service in accordance with the Terms and Conditions.
2. Distributed Contents include those produced and distributed by the Company and by other third parties than the Company (including, without limitation, artist offices and event planners; hereinafter referred to as "Contents Providers").
3. In the PLS Service, Distributed Contents are distributed at the date and time prespecified by the Company. Therefore, Users shall purchase a ticket after they make sure that they can watch Distributed Contents at the date and time so prespecified. Users may watch some Distributed Contents repeatedly over a certain period of time after the first distribution, and after the end of the distribution period of any Distributed Contents, a User may not watch the Distributed Contents whether or not the User has watched the Distributed Contents. The Company shall prespecify the method and period of distributing Distributed Contents.
4. An account for the PLS Service (which means a PIA member account when a User is a member of PIA) is only for the purpose of private use. A User may not watch Distributed Contents by using two or more devices simultaneously.
5. Users shall use the PLS Service on their own responsibility and shall assume full responsibility for all acts performed by them in the PLS Service and results thereof.
6. Users shall appropriately maintain computers, digital devices and all other equipment, software and means of communication necessary for using the PLS Service on their own responsibility and at their own expense.
7. Users shall take security measures to prevent computer virus infection as well as illegal computer access and information leakage, according to their use environment. The Company shall not be accountable for Users' use environment or shall assume no responsibility for it.
8. The Company may provide the whole or part of the PLS Service only to Users who meet the age, identity verification, registration information, and other conditions that the Company deems necessary.

Article 5 Service Charges

1. Charges for the PLS Service and the method of paying the charges shall be fixed and specified separately for each of Distributed Contents. Charges for Distributed Contents shall be fixed by the Company when the Company has responsibility for producing and distributing those Distributed Contents, or by a Content Provider when that Contents Provider has responsibility for producing and distributing those

- Distributed Contents.
2. All costs incurred in using the Internet shall be borne by Users.

Article 6 Refund of Service Charges

If a User fails to watch the whole of any Distributed Contents due to a cause attributable to the Company or a Contents Provider, the Company shall refund to the User the charge for those Distributed Contents in full. If a User fails to watch any part of any Distributed Contents due to a cause similar to the above, the Company shall decide whether or not it gives a refund and shall fix the amount of the refund, if the Company gives a refund, at its reasonable discretion.

Article 7 Other Providers' Services

The PLS Service may include services and contents provided by other providers, including Contents Providers. The responsibility for those services and contents shall lie with the providers that provide them. To the services and contents, terms of use and other conditions set by the providers which provide them may apply.

Article 8 Forbidden Matters

In using the PLS Service, Users shall not commit any of the acts set forth in the following items or those likely to falling within those acts. The same applies when the User ends the use of the PLS Service.

- (1) Permitting unspecified or many persons to watch any Distributed Contents
- (2) Deleting, altering, circumventing, disabling, obstructing or avoiding notices of copyrights, trademark rights or other rights attached to Distributed Contents, digital rights management (DRM) for Distributed Contents, means of protecting contents, or means of access control (including the geo-filtering mechanism)
- (3) Copying, downloading, stream capturing, reproducing, duplicating, archiving, distributing, uploading, making public, altering, translating, televising, executing, showing, selling, transmitting or retransmitting Distributed Contents
- (4) Embedding Distributed Contents into hardware or software or streaming or retransmitting Distributed Contents by means of that hardware or software and making Distributed Contents available through a frame or in-line link
- (5) Creating, reproducing, distributing or advertising the index of an important part of Distributed Contents
- (6) Creating a derivative work of Distributed Contents or a material founded or based on or derived from Distributed Contents (including montages, mashups, similar videos, wallpapers, desktop themes, greeting cards, and goods) (including the case of creating a material, which is a derivative work of Distributed Contents, to give it free of charge)
- (7) Modifying, improving, deleting, obstructing or otherwise altering any part of a Video Player, a technique used for a Video Player, or DRM or a means of protecting contents or access control which is embedded in a Video Player, in any mode
- (8) Putting an unreasonable load on the Company's network or server
- (9) Infringing upon the copyright, trademark right, property right, portrait right or other right of other User, a third party or the Company, invading the privacy of any of them, or injuring the reputation or credit of any of them
- (10) Other acts which the Company finds inappropriate

Article 9 Belonging of Rights

1. The PLS Service and Distributed Contents are protected by the Copyright Act,

Trademark Act and other intellectual property-related laws. Users shall agree that the Company or third parties designated by it hold and reserve all the rights to the PLS Service and that rights to Distributed Contents which Users watch in the PLS Service are held or managed by the Company and its licensors.

2. The Company grants a User a non-exclusive and limited license to watch Distributed Contents on condition that the User pays a charge for those Distributed Contents and observes the Terms and Conditions. That license includes the right to watch Distributed Contents on the Video Player through streaming distribution for private use for a non-profit purpose. Users may watch Distributed Contents only for private and non-profit purposes in accordance with the Terms and Conditions.

Article 10 Response to Breaches of Terms and Conditions

1. The Company reserves the right to terminate or restrict the account of a User, the use of the PLS Service by or access to Distributed Contents by that User without giving a prior notice and assuming any responsibility, immediately at any time if the Company finds that the User breaches or violates the Terms and Conditions or laws and regulations or otherwise commits any inappropriate act. The Company may refuse the use of the PLS Service thereafter.
2. If a User falls under the preceding paragraph and is a member of PIA, the Company may suspend or revoke their membership as a PIA user in accordance with Article 7, paragraph 1 of the PIA Membership Agreement.
3. The use of the PLS Service or access to Distributed Contents needs registration as a PIA user. The Company reserves the right to terminate or restrict the account of a User, the use of the PLS Service by or access to Distributed Contents by that User without giving a prior notice or assuming any responsibility, immediately at any time if the User loses a membership as a PIA user.

Article 11 Exemptions

1. The Company shall not have an obligation to refund a charge which it has received for a consideration of Distributed Contents even though a User fails to watch those Distributed Contents due to a cause attributable to the User.
2. The Company does not warrant, expressly or impliedly, that there is no practical or legal defect (including, without limitation, a defect, error or bug in safety, reliability, accuracy, completeness, effectiveness, fitness for special purposes or security, and infringement of rights) in the PLS Service or Distributed Contents. The Company does not have an obligation to Users to fix those defects and then to provide the PLS Service.
3. The Company may cancel distribution at its discretion without a prior notice to Users, and Users consent to it in advance. The Company shall not be liable for any damage or loss arising to Users from the cancellation of distribution.
4. The Company shall not be liable for any damage arising to a User in connection with the PLS Service due to a cause not attributable to the Company, any damage which a User suffers due to illegal access to equipment or systems necessary for providing the PLS Service by a third party, suspension or restricted use of the PLS Service under the Terms and Conditions, modification to the Terms and Conditions or termination of an agreement, or any damage which a User suffers due to trouble between the User and a third party, in addition to those specified in the Terms and Conditions.
5. If the Company assumes liability to a User to compensate for damage under the Terms and Conditions, the liability shall be limited to that for direct and normal damage actually arising to that User, and the Company shall not be liable for lost profits or special damage, incidental damage, indirect damage or other extended

damage which arises, whether foreseeable or unforeseeable by the Company, and the limit of the liability shall be ten thousand (10,000) yen.

6. If the Company fails to provide the PLS Service due to an act of God or other causes beyond its reasonable control, the Company shall not be liable at all for damage due to the failure.

Article 12 Validity of Terms and Conditions

1. Even if the whole or part of a provision of the Terms and Conditions is held invalid pursuant to laws and regulations, other part of that provision than the part held invalid and other provisions thereof shall be valid.
2. Even if part of a provision of the Terms and Conditions becomes invalid or is rescinded in relation to a User, the Terms and Conditions shall be valid in relation to other Users.

Article 13 Relation with PIA Membership Agreement

1. The PLS Service shall be interpreted to be included in the Service specified in Article 1, paragraph 1 of the PIA Membership Agreement, which applies to the use of the PLS Service.
2. If the PIA Membership Agreement conflicts with these Terms for PLS Users or Individual Provisions, the Terms for PLS Users or Individual Provisions shall prevail. Provided, however, that the provision of this paragraph is not interpreted as limitation on obligations that Users have under the PIA Membership Agreement, pursuant to the Terms for PLS Users or Individual Provisions.

Article 14 Governing Law and Jurisdiction

1. The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
2. The Company and a User agree to the exclusive jurisdiction the Tokyo District Court of Japan as a court of first instance with respect to any dispute arising in connection with the PLS Service between them.