

# Nikkei Online Edition (For Corporate Use) Terms of Use

These Nikkei Online Edition (For Corporate Use) Terms of Use (hereinafter referred to as "Terms of Use") set forth the terms and conditions as well as the relationship of the rights and obligations in using the service, including the "Nikkei Online Edition" provided to corporations and organizations by Nikkei Inc. (hereinafter referred to as "Nikkei"). All customers who use the service are required to agree to all terms and conditions contained in these Terms of Use.

## Article 1 (Definitions)

The following terms used in these Terms of Use shall have the following meanings.

| Terms                       | Meanings of Terms  |
|-----------------------------|--|
| 1 Service                   | "Service" means all services provided by Nikkei in accordance with these Terms of Use. The Service includes the License Management System provided to Customers by Nikkei.   |
| 2 Service to Use            | "Service to Use" means specific service out of the Service that Customers apply for the use with Nikkei and Nikkei accepts such an application.  |
| 3 Use Contract              | "Use Contract" means a contract for Service to Use made between Nikkei and Customers.  |
| 4 Period of Use             | "Period of Use" means a period during which usage fees accrue.   |
| 5 License                   | "License" means a license to use the Service granted to each user for each Service to Use.   |
| 6 License Management System | "License Management System" means a system which allows Customers to apply for Service to Use and perform License and user management online.  |
| 7 Customers                 | "Customers" mean corporations and organizations which desire to use the Service or corporations and organizations which apply for the use of the Service in accordance with the procedures prescribed by Nikkei after they have agreed to these Terms of Use and are permitted to use the Service by Nikkei. |
| 8 Administrator             | "Administrator" means a specific individual who is authorized to enter into the Use Contract and is registered by Customer as a person who performs change of the number of the Licenses and settings and changes of User.   |
| 9 Users                     |  |

- “Users” mean specific individuals who are set by Administrator as persons who use the Service.
- 10 Usage Fees  
“Usage Fees” mean fees for the Service to Use per month that are calculated based on the License fees specified in Exhibit.
- 11 Trial Use  
“Trial Use” means the trial use of the Service free of charge.
- 12 Intellectual Property Rights  
“Intellectual Property Rights” mean copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including rights to acquire such rights or apply for registration of such rights).
- 13 Content, Etc.  
“Content, Etc.” mean a collective entity of information or data, including content, database, etc., posted on or distributed by the Service.
- 14 Agent  
“Agent” means a third party to whom Nikkei separately entrusts its sales business at its own discretion.

## Article 2 (Application of Terms of Use)

1. These Terms of Use shall apply to all Customers who use the Service (including Trial Use) and shall be effective during the period in which the use of the Service is continued.
2. In addition to these Terms of Use, in the case where there is any other separate agreement between Nikkei and Customer, the provisions of such an agreement shall prevail over these Terms of Use.
3. In the case where Customer is a corporation or organization located outside Japan, such Customer is required to not only agree to these Terms of Use but also enter into a license sales agreement with an overseas local subsidiary of Nikkei that presides over the location of such Customer (hereinafter referred to as “Overseas Local Subsidiary”). For details of a competent Overseas Local Subsidiary, please refer to [a list of Overseas Local Subsidiaries](#).
4. In the case where Customer is a corporation or organization located outside Japan, Article 3 (Application for Use of Service), Article 4 (License), Article 6 (Trial Use), Article 8 (Period of Use), Article 9 (Addition of License), Article 11 (Fees during Period of Use) of these Terms of Use shall not apply to such Customer, and the Customer shall comply with the provisions of a license sales agreement to be separately entered into with an Overseas Local Subsidiary. In this case, the term “Nikkei” used in Clauses 2, 3 and 7 of Article 1 (Definitions) of these Terms of Use shall be properly read as “Overseas Local Subsidiary.”

### Article 3 (Application for Use of Service)

1. Any corporation or organization which desires to use the Service (hereinafter referred to as "Applicant") shall agree to these Terms of Use, and shall apply for the use of the Service by entering specific information prescribed by Nikkei (types of the Service, Period of Use, number of the Licenses, etc., that Applicant desires) in the application form on the License Management System and sending it to Nikkei.
2. Notwithstanding the above Clause, Applicant shall make an application by using a written form designated by Nikkei in the following cases:
  - (1) in the case where Applicant makes an application through Agent;
  - (2) in addition to the case of preceding Item, in the case where Nikkei designates Applicant to make an application in writing.
3. Nikkei will determine whether to accept an application of Applicant in accordance with Nikkei's determination standards. In the case where Nikkei accepts an application, Nikkei will give notice to Applicant to that effect. The Use Contract shall come into force, when notice of acceptance of an application for the use is given to Applicant by Nikkei.
4. In the case where Nikkei makes a determination not to accept an application for the use, Nikkei will not disclose any reason for such determination to Applicant. In addition, Applicant cannot raise any objection to the result of determination.

### Article 4 (License)

Nikkei will grant to Customer a non-exclusive and non-assignable license to use the Service in accordance with an agreement made in the Use Contract.

### Article 5 (Registration of Administrator and User Setting)

1. After the conclusion of the Use Contract, Customer may register its Administrator on the License Management System. Customer may change the Administrator at any time by giving notice to Nikkei and carrying out the procedures prescribed by Nikkei.
2. Administrator may conclude the Use Contract, change the number of the Licenses and make settings and changes of User on behalf of Customer.
3. Administrator may make user settings (limited to employees or quasi-employees of Customer) according to the number of the Licenses agreed on in the Use Contract on the License Management System.
4. Users can use the Service to Use by carrying out the procedures in accordance with the instructions sent by Nikkei. Only one User can use the Service to Use for each License. Shared use by more than one person by using a group e-mail address is prohibited.
5. Customer shall manage Users with the care of a good manager, and shall cause

Users to comply with these Terms of Use.

6. Customer shall assume all responsibilities for any act of its Administrator. Nikkei deems any and all acts of Administrator as acts of Customer, whether or not such acts were conducted by Administrator.

#### Article 6 (Trial Use)

1. Customer may use the Service as Trial Use to the extent permitted by Nikkei, provided, however, that Customer may not have more than one Trial Use for the same service.
2. In the case where a Trial Use is desired, an application shall be made in accordance with Article 3 (Application for Use of Service).
3. After the trial period, in the case where Customer desires to continue to use the Service for value, Customer shall make an application in accordance with Article 3 (Application for Use of Service).

#### Article 7 (Management of Login Account, Etc.)

1. Customer shall place strict controls on its login account and password for the use of the Service and the License Management System (hereinafter referred to as "Login Account, Etc."), and cause Administrator and Users to place strict controls on Login Account, Etc.
2. Customer shall assume all responsibilities for its use of Login Account, Etc. Nikkei deems the use of the Service and License Management System authorized by way of Customer's Login Account, Etc., and all related acts thereto as the acts of Customer, whether or not such acts were conducted by Customer itself.

#### Article 8 (Period of Use)

1. The Period of Use shall be a period of six (6) months or one (1) year starting from the first day of the following month of a month that includes the day on which the Service become available. However, in the case where the following month and beyond is chosen as the start month for use at the time of application and the Service becomes available from the first day of that chosen month, the Period of Use shall be calculated from that date.
2. Customer may not terminate the Use Contract or decrease the number of the Licenses of the Service to Use for a period from the conclusion of the Use Contract to the expiration of the Period of Use.
3. Unless Customer gives notice of its intention not to continue the Use Contract, intention to change the Period of Use or intention to decrease the number of the Licenses by the 20th day of the expiration month of the Period of Use, the Use Contract shall be automatically renewed under the same terms and conditions as those of the Use Contract as of the last day of the expiration month of the Period

of Use, and the same shall apply thereafter.

#### Article 9 (Addition of License)

1. Customer may increase the number of the Licenses of the Service to Use during the Period of Use set forth in Clause 1 of the preceding Article.
2. The period for any License added in accordance with the preceding Clause shall be a period from the day of Nikkei's acceptance of an application for the added License to the last day of the expiration month of the Period of Use.

#### Article 10 (Maintenance)

Due to maintenance time from 0:00 a.m. to 6:00 a.m. (Japan Standard Time) of the first day of each month, Customer cannot carry out any operations using the License Management System, including application for the use of the Service, change of the number of the Licenses, settings and changes of Administrator and Users.

#### Article 11 (Payment of Usage Fees)

1. Customer shall pay Usage Fees for each month to Nikkei by the last day of the following month.  
[Usage Fees] = [Fee per License for the Service to Use] x [Number of Licenses for corresponding Month\*]  
\*In the case where the License(s) is added, the number of the added License(s) shall be added to [Number of the Licenses for Corresponding Month] from the following month of a month that includes the day on which Nikkei accept an application for such added License(s).
2. In the case where Customer desires to pay via its credit card, calculation of Usage Fees for the current month shall be made on the first day of the current month. Please ask your credit card issuing company for the closing date for billing the fees. In the case where any dispute arises between Customer and a credit card company, such dispute shall be settled by the parties, and Nikkei shall assume no responsibility.
3. Usage Fees shall accrue whether or not User settings are made and whether or not the Service to Use is actually used.
4. In the case where Customer is late in payment for Usage Fees, Customer shall pay to Nikkei late payment charge at 14.6% per annum on the amount in arrears.
5. In the case where License Fees are changed during a period from the conclusion of the Use Contract to the expiration of the Period of Use, new fees per Licenses after the change shall apply from the following renewal of the Use Contract. In the case where the License(s) for the Service to Use is added during such period, fee per License before the change shall apply to such added License(s).

#### Article 12 (Agent)

1. Customer shall acknowledge in advance that there is a case where Nikkei's Agent carries out the following business related to the Service on behalf of Nikkei:
  - (1) Receipt of an application for the use of the Service, Trial Use and addition of the License, and related businesses thereto;
  - (2) Business related to change of the number of the Licenses, settings and changes of Users and change of the Use Contract;
  - (3) Billing of Usage Fees and related business thereto;
  - (4) Other businesses designated by Nikkei.
2. In the case where Customer carries out the procedures for the Service through Agent, such procedures shall be carried out in writing, unless Nikkei otherwise specifies the method of procedures.

#### Article 13 (Intellectual Property Rights)

1. Any Intellectual Property Rights in the Service are vested in Nikkei or third parties which have legitimate rights, including business partners who provide Content, Etc., to the Service.
2. Customer shall not reproduce, disclose, transmit, distribute, assign, lend, translate, adapt, license, reprint or reuse the Service, software or anything contained therein (whether or not in whole or part thereof), except for cases where Customer obtains the prior written consent of Nikkei.
3. Customer shall make an application by using [the Contents Share and Reprint Service](#) (paid service) provided by Nikkei in the case where Customer wishes to reproduce Content, Etc. for business use such as information sharing and sales materials.
4. In the case where Customer breaches the Clause 2, Customer shall acknowledge in advance that Nikkei has the right to prohibit the use of the Content, Etc., and any reproduced, disclosed, transmitted, distributed, assigned, lent, translated, adapted, licensed, reprinted or reused items thereof and the right to charge Customer the amount equivalent to profits obtained by Customer through such act.

#### Article 14 (Suspension of Service)

1. Nikkei may suspend all or any of the Service without prior notice to Customer, in the case where any of the following events should occur:
  - (1) in the case where there are any unavoidable reasons, such as maintenance or inspection of equipment related to the Service;
  - (2) in the case where any unavoidable trouble, etc., occurs to equipment related to the Service;
  - (3) in the case where it becomes difficult to provide the Service due to discontinuation of telecommunication service by a telecommunication company;

- (4) in the case where the Service cannot be provided due to war, riot, labor dispute, natural disaster (earthquake, eruption, flood, tsunami, etc.), fire, electric outage and other extraordinary situation;
  - (5) in the case where Nikkei determines that it is necessary to suspend the Service for reasons of operation of the Service.
2. Even in the case where suspension of the Service under the preceding Clause, Customer shall not be relieved from the obligation to pay Usage Fees. Also, Nikkei shall assume no responsibility even in the case where Customer suffers damage due to suspension of the Service under the preceding Clause.

#### Article 15 (Prohibited Matters)

Customer shall not conduct the following acts with respect to the use of the Service:

- (1) Sharing or use of Login Account, Etc., among plural persons;
- (2) Act of infringement or act of threatened infringement of any rights of Nikkei or other persons;
- (3) Act of using the Service by impersonating a third party;
- (4) Use or preparatory act of use of the Service for the purpose of doing business or obtaining a profit;
- (5) Act linked to crimes such as fraud or act related to criminal acts;
- (6) Act of posing a problem for the use or operation of other person's equipment or equipment for the Service (communication equipment, communication lines, computers and other devices and software prepared for the provision of the Service by Nikkei);
- (7) Act in violation of laws and regulations, in breach of these Terms of Use, or offensive to public order and morals;
- (8) Act of obstructing the operation of the Service;
- (9) Act of damaging the reputation or property of Nikkei or act of giving disadvantages to other persons or Nikkei;
- (10) Act of making use of trouble or disorder of the Service for unfair purposes or act of conveying such information to other persons;
- (11) Any other acts that are deemed inappropriate by Nikkei.

#### Article 16 (Confidentiality)

1. Customer shall not disclose or divulge any confidential information of Nikkei obtained through the use of the Service (technical and business information related to the Service which is not known to the public) to any third party in any manner whatsoever.
2. This obligation of confidentiality set forth in the preceding Clause shall continue in effect for a period of three (3) years after the expiration of the period of application of these Terms of Use.

#### Article 17 (Personal Information)

Nikkei shall handle personal information received from Customer properly in accordance with the [“Nikkei Online Edition \(For Corporate Use\) Privacy Policy”](#) separately established.

#### Article 18 (Exclusion of Antisocial Forces)

1. Nikkei and Customer represent and warrant that the Party itself is currently neither an organized crime group, a member of any organized crime group, a person who ceased to be a member of any organized crime group within the past five (5) years, a person equivalent to a member of an organized crime group, a company affiliated with any organized crime group, a corporate racketeer (sokaiya), a group engaging in criminal activities under the pretext of conducting social campaigns, etc., or a crime group specialized in intellectual crimes, etc., or any other person equivalent thereto (hereinafter referred to as “Antisocial Forces”), and also they do not fall under any of the following items:
  - (1) It has a relationship in which an Antisocial Force is considered to control the management;
  - (2) It has a relationship in which an Antisocial Force is considered to be in effect involved in the management;
  - (3) It has a relationship in which it is considered to wrongfully use any Antisocial Force for the purpose of improperly benefiting itself, its organization or a third party or for the purpose of causing damage to a third party;
  - (4) It has a relationship in which it is considered to be involved in any Antisocial Force such as providing funding, etc., or offering facility thereto; or
  - (5) Any of its officers or any person in effect involved in its management has a socially reprehensible relationship with any Antisocial Force.
2. Nikkei or Customer may terminate the Use Contract without notice to the other party, in the case where it is discovered that the other party is an Antisocial Force or falls under any of the provisions set forth in the preceding Clause, or that the other party had made a false declaration with respect to representation and warranty under the preceding Clause.

#### Article 19 (Termination, Etc.)

1. Nikkei may stop the use of the Service (terminate the Use Contract) without prior notice or reminder to Customer, in the case where Nikkei determines that any of the following events occurs to Customer:
  - (1) in the case where Customer breaches these Terms of Use;
  - (2) in the case where Customer makes unauthorized use or a false declaration with respect to its registration information;
  - (3) in the case where Customer delays the performance of its obligations to pay



- Usage Fees, etc., or refuses to pay;
- (4) in the case where Customer files a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings and commencement of corporate reorganization proceedings or such a petition is filed against Customer, or in the case where liquidation proceedings are commenced for Customer, or in the case where a petition for provisional seizure, seizure or auction is filed against Customer, or in the case where Customer fails to pay taxes and public dues and becomes subject to property preservation and seizure, or in the case where notes drawn by Customer are dishonored, or in the case where any events similar to the above occur to Customer.
  - (5) in the case where Nikkei deems Customer unacceptable as Customer of the Service for reasonable causes.
2. Nikkei will not accept any questions or complaints in relation to the measures taken by Nikkei against Customer to stop the use (termination of the Use Contract).
  3. In the case where the Use Contract is terminated, Customer shall lose the benefit of time, and shall fulfill all of its obligations that are undertaken for Nikkei at the time of termination in a lump sum.
  4. In the case where Nikkei or Agent suffers damage due to breach of Article 15 (Prohibited Matters) by Customer or occurrence of any event set forth in Clause 1 of this Article, Customer shall compensate for such damage, whether or not the Use Contract was terminated.
  5. Nikkei shall not be liable to Customer, even if any damage is incurred by Customer due to termination of the Use Contract by Nikkei.

#### Article 20 (No Assignment)

Customer shall not assign, entrust or pledge all or part of its rights and obligations under these Terms of Use to any third party.

#### Article 21 (Precautions and Indemnity)

1. For the method for utilization, usage environment and precautions of the Service, please refer to the relevant part of "[Nikkei Help Center](#)." Please note that any provisions that are intended for individual contractors shall not apply.
2. Indemnity of Nikkei  
Nikkei's responsibility for Customer in relation to the Service shall be limited to operation of the Service with the care of a good manager so as for Customer to use the Service without trouble. Nikkei shall assume no responsibility or liability for damages to Customer, unless there is any intentional or gross negligence on the part of Nikkei.
3. Responsibility of Customer

Customer shall be responsible for the following, and Nikkei shall assume no responsibility for the same:

- (1) Social, mental or physical damage incurred by Customer itself due to deviation from proper use of the Service by Customer;
- (2) All acts conducted by Customer on the Service by using its Login Account, Etc., and all results of such acts (whether or not such acts were conducted by Customer itself), and damage incurred by Customer or any third party due to use of Customer's Login Account, Etc., by anyone else (irrespective of the existence of willful negligence on the part of Customer);
- (3) Use of the Service, all acts and results of such acts conducted by Customer by making use of the Service;
- (4) Disadvantages to Customer caused by inadequacies, in the case where there are such inadequacies in the content of input information, registration information, etc., of Customer.

4. No Warranty of the Service

The Service shall consist of content that can be provided by Nikkei at the time of provision of the Service by Nikkei to Customer, and Customer shall acknowledge in advance that Nikkei does not guarantee "no defect" in the Service. Therefore, Nikkei shall assume no responsibility for completeness, accuracy, applicability and usability of information (including computer programs) obtained by Customer using the Service.

5. Utilization of Information Obtained through the Service

Content, Etc., are not intended to solicit investments. Customer shall use information obtained from Content, Etc., at its own discretion and responsibility. The Service is only an information source, and any Content, Etc., are not posted for the purpose of soliciting any specific investment. Nikkei and its business partners shall assume no responsibility for the accuracy and usability of information provided through the Service. In addition, Nikkei and its business partners shall assume no responsibility for any results of investments, etc., made by utilizing (using) and relying on (believing) such information as well as any damages claimed to be incurred based on such information, etc.

6. Hyperlink Destinations of the Service

There is a case where the website of the Service is linked to other websites, etc. Such destination websites are not managed nor operated by Nikkei, and Nikkei is not responsible for the availability of any websites and resources other than the website of the Service. In addition, Nikkei shall assume no responsibility for any content, advertisements, goods, services, etc., contained by or available at such other websites and resources. Therefore, Nikkei shall not be liable for any direct or indirect damage arising out of or in relation to such content, advertisements, goods, services, etc.

7. Transactions through Advertisements on the Service  
Any transactions (including participation in promotion of prizes, etc.) between Customer and an advertiser which makes advertisement (including reward advertisement) or promotion on the Service shall be conducted at the responsibility of Customer and such an advertiser. It means that Customer and the advertiser shall assume all responsibility for payment for goods, etc., determination of contract conditions, guarantee, warranty, etc. Nikkei shall assume no responsibility for any damage caused by transactions involved in advertisements, etc., posted on the Service and damage caused by posting of advertisements, etc., itself.
8. In the case where any dispute arises between Customer and Nikkei or any third party due to use of the Service, or in the case where Customer causes damage to Nikkei or any third party, Customer shall settle such a dispute at its own cost and responsibility.
9. In the case where Customer causes any damage to Nikkei in using the Service due to the reason attributable to Customer, Nikkei may file a claim for such damage against such Customer.

#### Article 22 (Change of Terms of Use)

1. Nikkei may add, change or delete (referred to as "Change" in this Article) these Terms of Use and the content of the Service (hereinafter referred to as "Terms of Use, Etc.," including fee per License) without the consent of Customer as needed, in the case where Nikkei deems it necessary at its own discretion. Customer shall acknowledge that Nikkei will change the Terms of Use, Etc., as needed, and the conditions of use of the Service, etc., shall be based on the Terms of Use, Etc., after such Change.
2. In the case where Nikkei modifies the Terms of Use, Etc., Nikkei shall give prior notice of the content after Change and date of entry into force to Customer. However, such prior notice shall not be required, in the case where such Change of Terms of Use, Etc., do not give any disadvantages to Customer.

#### Article 23 (Jurisdiction)

In the case where any need for lawsuit arises between Nikkei and Customer based on or in relation to these Terms of Use, the Tokyo District Court shall be the court in the first instance having exclusive agreed jurisdiction. These Terms of Use shall be governed by the laws of Japan.

(Established on May 1, 2017)

(Revised on September 1, 2017)

(Revised on November 6, 2017)

(Revised on July 1, 2018)

[Exhibit] Types and Fees of Service

1. Customers in Japan

| Service                           | Fee per License/Month<br>(tax excluded) |
|-----------------------------------|---|
| Nikkei Online Edition Pro         | ¥6,000                                  |
| Nikkei Online Edition Group *1 *2 | ¥2,000<br>(minimum purchase: 5)         |
| Nikkei Online Edition *3          | ¥3,889                                  |
| Nikkei Personnel Watch *4         | ¥908                                    |
| Nikkei Business Daily Viewer      | ¥3,149                                  |
| Nikkei MJ Viewer                  | ¥1,852                                  |

\*1 Customers need to apply for Nikkei Online Edition Pro at least 1 License.

\*2 Minimum purchase of Nikkei Online Edition Group is 5 Licenses.

\*3 Customers cannot apply for Nikkei Online Edition online. Applicants should give notice to Nikkei or Agent to that effect.

\*4 In the case where Customer currently uses Nikkei Online Edition Pro or Nikkei Online Edition, the fee per License for Nikkei Personnel Watch shall be ¥463/month (tax excluded) within the range of the number of the Licenses for Nikkei Online Edition Pro or Nikkei Online Edition.

2. Customers outside Japan

| Service                      | Fee per License/Month<br>(tax excluded)   |
|------------------------------|---|
| Nikkei Online Edition Pro    | The fee per License shall be subject to the License Sales Agreement separately entered into between Customer and Overseas Local Subsidiary of Nikkei. |
| Nikkei Online Edition Group  |   |
| Nikkei Online Edition        |   |
| Nikkei Personnel Watch       |   |
| Nikkei Business Daily Viewer |   |
| Nikkei MJ Viewer             |   |