

# Terms of Use

## Agreement

These Terms of Use for NHK Video Bank's Internet Services (hereinafter referred to as "the Terms") set forth the rules for use of the footage licensing services provided by NHK International, Inc., International Cooperation Department, meaning distribution of content including but not limited to archived video, footage and other information, including images, sound, picture, text and applications that can be delivered via the Internet (hereinafter collectively referred to as "the Services"). Please read these Terms of Use and the NHK International privacy policy before making use of the Services. Accessing the Services and/or any content and/or features therein indicates acceptance of these terms, our privacy policy and any other notices, guidelines and/or rules published by us. We may update these terms at any time. Continued access to and/or use of our Services after changes have been made to the Terms indicates agreement to be legally bound by the updated and/or amended terms.

## Handling of User Information

By using our Services, users consent to the collection and processing of any personal information supplied by users as part of any application process and/or other interaction with us, and agree that all data provided is accurate.

## Purpose and Method of Utilization of User Information

User Information collected by NHK Video Bank may be utilized for the following purposes:

### (1) Contact Information

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Name, address, e-mail address and other contact information may be utilized for e-mail newsletters and other occasions when NHK Video Bank responds to postings, opinions or inquiries from users in relation to the Services.

In the event of utilizing such information for other purposes, NHK Video Bank will do so only with users' prior approval after expressly notifying the purpose of such utilization.

### (2) Information on Viewing and/or Browsing History, etc.

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NHK Video Bank may collect and analyze the record of access to our website such as the first visit date, number of visits, content viewed, number of days since first visit, and number of days since the most recent use, viewing and/or browsing history (access logs) by utilizing cookies and/or web beacons to understand the usage of the Services, and utilize that information to enhance and organize the Services, plan new events and improve NHK Video Bank's archive services.

NHK Video Bank may utilize User Information for surveys or questionnaires.

In the event of a request of disclosure from a court or investigating authority based on a legitimate warrant or violation of the Terms by a user, where it is necessary to protect NHK International, Inc.'s or any third person's rights or other requirements, NHK International, Inc. may provide User Information to a third party without prior consent to the extent of the requirement of laws and ordinances.

## Storage of User Information

NHK Video Bank will erase any User Information collected as a result of the Services, other than statistical information, when it is no longer needed. NHK Video Bank will also erase any personal data collected in surveys or questionnaires to measure audience inclination, other than statistical data or comments/opinions from users.

## Google Analytics

NHK Video Bank uses Google Analytics, which places cookies on a user's device, to provide us with aggregated usage data of the NHK Video Bank website.

Google Analytics uses first-party cookies to track visitor interactions. These cookies are used to store information, such as what time a visit occurred, whether the visitor has been to the site before, and which site referred the visitor to the webpage. These cookies do not collect information that can identify a visitor. Browsers do not share first-party cookies across domains.

Analytical cookies allow us to count the number of visitors to our website, and to see how users move around the site when they are using it. This helps us to improve the quality of the delivery of our web materials. No personal information is collected or retained by means of the cookies used to generate this statistical information.

Google may use the data collected to contextualize and personalize its own advertising services. Personal data collected: Cookie and Usage Data. Place of processing: USA. See Google's privacy policy:

You can prevent Google Analytics from collecting traffic log data. The Google Analytics Opt-out Browser Add-on communicates with the Google Analytics JavaScript (ga.js) to indicate that information about the website visit should not be sent to Google Analytics.

To opt out, download and install the add-on from <http://tools.google.com/dlpage/gaoptout>.

## Links, Social Media

Any links to, or comments about, our Services on social media, blogs and/or other third party websites must be made in a way that is fair and legal and does not damage our reputation or take advantage of it. When sharing NHK Video Bank content on social media, blogs and/or other third party websites, users should be aware of and comfortable with the site's own terms and conditions. Users must not establish links in any way that suggest any form of association, representation, approval or endorsement on our part where none exists.

Users are not permitted to monetize or create commercial content utilizing materials from Our Services or utilize materials in any way that violates third party rights on social media, blogs and/or other third party websites.

Links to our Services are not permitted from the following:

- Websites that incite hatred whether based on race, religion, gender, sexuality or otherwise, or promote, encourage or facilitate anti-social behavior, violence, terrorism or other activities that risk national security, discriminate against any specific social group or otherwise exploit vulnerable sections of society;
- Websites that promote, facilitate or encourage illegal activities;
- Websites that are misleading, pornographic, defamatory, or contain illegal or otherwise actionable content under the laws of Japan;
- Websites that infringe on individual privacy

## Prohibitions

In the course of using the Services, users shall be prohibited from:

- Violating the laws and regulations of Japan;
- Infringing on intellectual property rights such as copyrights and neighboring rights of NHK, NHK International, Inc. or any third person (except for cases when such rights of NHK International, Inc. or a third person are restrained by laws and ordinances);
- Offending public order or morality;
- Any conduct that may have a negative impact on the operation of the Services by NHK Video Bank, including unauthorized access to NHK International, Inc. servers or networks;
- Using the Services in contradiction of the purposes thereof;
- Posting any content containing false or fraudulent information, or transmitting or posting any harmful computer programs, e-mails or similar.

Except when specifically permitted by us in writing, users undertake not to copy, store in any medium, distribute, transmit, re-transmit, re-publish, broadcast, modify, or show in public any part of our content without our prior approval and agreement and the prior written consent of the owner of the relevant intellectual property rights as and if applicable.

## Modification of Service, Indemnification

We make no representation that any of the content on our Services is appropriate or available for use in another country. Users are responsible for ensuring that use of our material is in compliance with all applicable local laws and regulations. All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, software, interactive features, advertisements or other content, services or materials accessible on our Services are protected by copyrights, trademarks, and/or database rights; other intellectual property rights are owned by or licensed to us or are otherwise used by us as permitted by applicable laws or regulations. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or rights to use the materials other than as permitted in these terms.

## Governing Law

These terms are governed by and construed in accordance with the laws of Japan. All parties concerned submit to the exclusive jurisdiction of the Tokyo District Court for the determination of any disputes arising from or related to our services.