

# Terms of Use

## **WEBSITE TERMS OF USE -- Tokyo Century (USA) Inc.**

Effective date: November 1, 2016

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(b) You will not place or attempt to place false or misleading Information on the Site.

(c) You will not use or access any service, Information, application or software available via the Site in a manner not expressly permitted by TCUSA in these Terms.

(d) You will not input or upload (or attempt same) to the Site any Information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Site or that infringes the Intellectual Property rights of another.

(e) You may not use or access the Site in any way that adversely affects the performance or function of the Site or interferes with the ability of authorized parties to access the TCUSA Systems, Services or the Site.

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TCUSA's designated agent for notification of claimed copyright infringement is:

***Tokyo Century (USA) Inc.  
Attention: General Counsel  
2500 Westchester Ave  
Suite 310  
Purchase, New York 10577.***

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You agree to indemnify and hold harmless TCUSA from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by TCUSA in connection with any claim by a third party (including any intellectual property claim) arising out of (i) Submissions that you communicate, submit, post to or transmit through the Site, or (ii) your use of the Site in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate as reasonably required in the defense of any such claims. TCUSA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of TCUSA. You further agree to indemnify and hold harmless TCUSA from any claim arising from a third party's use of Information or materials of any kind that you post on the Site.

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You agree that TCUSA, in its sole discretion, may terminate or suspend the use of this Site, TCUSA Systems, Services, and Content in any manner that it sees fit, at any time, and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Site, and (b) destroy any copies you have made of any portion of the Site, or Content. Accessing the Site, TCUSA Systems or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that TCUSA shall not be liable to you or any third party for any termination or suspension of your access to the Site, TCUSA Systems and/or the Services.

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**CONTACT US:**

If you have questions regarding this Agreement, you may contact us at:

Tokyo Century (USA) Inc.

Attention: General Counsel

2500 Westchester Ave

Suite 310

Purchase, New York 10577.