

Terms of Service

Article 1 (General Rule)

1. Terms of Service herein set out the terms and conditions concerning the on-line viewing services (hereinafter referred to as the “services”) of comics, electronic books, and other digital contents (hereinafter referred to as the “merchandise” on “ZERO-SHOP,” a digital contents distribution web site run by Group Zero Ltd. (hereinafter referred to as the “Company”).
2. Users of the Services (hereinafter referred to as the “users”) shall use the Services pursuant to the Terms of Service herein as well as and not limited to other terms, rules, and guidelines set forth by the Company (hereinafter referred to collectively as the “Terms of Services etc.”
3. The users using the services are deemed to have agreed to the Terms of Service herein.

Article 2 (Qualification to Use the Services)

1. Only individual persons may use the services. Corporate or group users are not accepted.
2. Those minors, adult wards, and persons under curatorship or assistance shall not use the services without acquiring consent by their statutory agents or guardians etc.

Article 3 (Personal Information etc. of the Users)

Any personal information concerning the users collected by the Company through the services shall be handled in conformity in accordance with the Company’s personal information protection policy, and the users shall agree to such handling of their personal information.

Article 4 (Purchasing of and Payment for the Merchandise)

1. The users shall pay any payable debts e.g. any bills for purchased merchandise with the users’ own credit cards issued by credit-card companies of the Company’s designation (hereinafter referred to as the “credit cards”) or with “Bit Cash” electronic money issued by Bit Cash Co. Ltd. (ビットキャッシュ株式会社).
2. Upon settlement/approval of the payments by the credit-card issuers or Bit Cash Co., Ltd., purchase contracts become effective (hereinafter referred to as the “purchase contracts), and the right to use the merchandise by means of on-line browsing is granted to the users. Henceforth, the users may not cancel the purchase contracts.
3. For receiving transmission of credit-card information from the users, the Company takes all technically and economically reasonable security measures available at relevant points of time, however this does not mean security of such information is guaranteed by the Company.
4. Disputes between the users and credit-card companies or Bit Cash Co., Ltd. shall be handled and settled by the users, and the Company does not assume any responsibility concerning such disputes.
5. Payment methods may be changed by the Company. The users should confirm the payment conditions when making a purchase.

6. The users may make all or a part of each payment for the merchandise with ZERO-SHOP points acquired through prior purchases. Such a payment shall be made in accordance with the Terms Concerning ZERO-SHOP Points as well as other terms stipulated by the Company.
7. The users are granted ZERO-SHOP Points for purchasing the merchandise. Percentages, timings, methods, and other conditions for granting the points are as stipulated by the Company in the Terms Concerning ZERO-SHOP Points and other related terms.

Article 5 (Use of the Merchandise etc.)

1. The users are responsible for operation, communication, and purchasing procedure etc. of the merchandise as well any incidental cost of such conducts.
2. Copyrights, trademark rights, intellectual property rights, and any other rights pertaining to all the software products, files, e-mails, and/or information (hereinafter referred to as the “supplies”) provided to the users in connection with the merchandise shall belong to the Company and/or provider(s) of the supplies. Use of the services dose not in any way conduce transfer of these rights to the users, and the users do not acquire any right other than those explicitly granted to them by the Terms of Service herein.
3. The users may only use/view the merchandise that they have purchased through the purchasing contract (hereinafter referred to as the “purchased merchandise”) only by themselves.
4. The users may not alter, adopt, duplicate, distribute, present to the public, transfer or lend to another party (regardless of whether such is for profit or not), transmit or deliver to another party using the Internet or other network(s) (this include public transmission as well as an act of making the supplies available for transmission) the Supplies, or make secondary productions using all or a part of the supplies beyond the scope stipulated in the preceding paragraphs 2 and 3. The user may not conduct any action that violates the rights of the relevant right holders. Furthermore, the users may not conduct any action to analyze the source code(s) by reverse-engineering, reverse compilation, reverse-assembling, or any other method.
5. The company does not bear any responsibility or liability for any dispute or any damage suffered by the users resulting from the users’ non-observation to the obligations stipulated in the preceding paragraphs. The users are liable to indemnify any damage suffered by the Company due their non-observation of the terms herein.

Article 6 (Cancellation Policy etc.)

1. When the merchandise purchased by the users is defective, the Company cancels or takes other actions in accordance with the Cancellation Policy set forth separately. (Only when the User cannot use/view the merchandise because of defect(s) in its program, the merchandise is deemed defective. Any factor related to the users’ satisfaction such as contents, quality, and newness is not deemed to be a defect.) Such cancellation or other action(s) as stipulated in the above mentioned Policy represents all of the Company’s responsibility, and the Company does not bear any other liability for loss or damage.

Article 7 (Prohibitions)

1. The users shall not conduct the following acts when using the services,
 - (1) Acts that offend public order and morals or that violate the Terms of Services etc.,
 - (2) Use of the services for profit, or operation of businesses using the services,

- (3) Acts that infringe or may infringe copyright, trademark right, and/or other rights of the Company, author(s) of the supplies, or any other third party,
 - (4) Transmission of malignant computer program(s) to the Company's server, unauthorized access to the Company's server, or any attempt of such transmission or access,
 - (5) Use of the services in the disguise of a third-party person or by providing false information to the Company,
 - (6) Any act to obstruct operation of the services, and
 - (7) Any other act that discredits or is detrimental to the Company or a third party.
2. The users shall use the merchandise in compliance with terms, rules, and guidelines, if there is any, stipulated by the provider(s) of the relevant merchandise.

Article 8 (Disclaimers)

1. For the supplies, the Company does not guarantee any authenticity, expediency, reliability, legality, non-infection with malicious programs such as viruses, or non-infringement of any third-party rights.
2. The Company may provide information and/or advices to the users as deemed appropriate. However, the Company bears no liability concerning such information and/or advices.
3. The Company may take measures such as suspension or discontinuation of all or some of the services without prior notification in cases where the Company believes such measure(s) are necessary in order to conduct periodic/emergency maintenance for keeping the services in fair condition, to cope with system failure, to counter possible interference to the systems operation, or to protect the users' security, and in other cases wherever necessary. The Company does not bear any liability in such cases.
4. The Company is not liable for suspension, delay, or discontinuation of the systems, loss of data, damage due to illegal access to any data, and any other loss or damage suffered by the users in their use of the services.
5. The Company is not liable for any loss or damage suffered by the users due to their violation of the Terms of Service etc.

Article 9 (Prohibition of Transfer etc.)

The Users are not allowed to transfer, lend, delegate, or pledge/collateralize all or a part of their status, rights, or obligations to any third party.

Article 10 (Revision of the Terms of Service etc.)

1. The Company may change the contents of the Terms of Service and the services arbitrarily without the users' consent.
2. The Company promptly notifies revision(s) of the Terms of Service to the users by posting on the given web page, and the revision(s) are applied to the users upon such posting.

Article 11 (Applicable Law and Jurisdiction)

1. Laws of Japan shall apply in completion, force and effect, execution, and interpretation of the Terms of Service.
2. Tokyo District Court is the exclusively agreed jurisdiction of the first trial for any dispute

concerning the Terms of Service.

August 1, 2006

ZERO-SHOP
Group Zero Ltd. (有グループゼロ)

Terms of Using Points

NOTICE!!

The followings are the terms concerning use of ZERO-SHOP points. When the users use “Rakuten Anshin Shiharai Service (楽天あんしん支払いサービス),” Rakuten points are granted. Please note that no ZERO-SHOP point is granted if the user uses “Rakuten Anshin Shiharai Service”. Please contact Rakuten for Rakuten points.

Terms for Using ZERO-SHOP Points (a website exclusively for on-line viewing)

Article 1 (Objectives)

1. The terms herein set rules and conditions concerning ZERO-SHOP Point Service (hereinafter referred to as the “service”) provided by Group Zero Ltd. (hereinafter referred to as the “Company”) to the users who have registered as members (hereinafter referred to as the “members”) under ZERO-SHOP (a website exclusively for on-line viewing) Membership Terms (hereinafter referred to as the “Membership Terms”).
2. The Terms of Service and the Membership Terms shall be applied to any matter concerning the service not covered in the terms herein.

Article 2 (Granting Points)

1. When the Members make purchase at ZERO-SHOP (a website exclusively for on-line viewing) (hereinafter referred to as the “website”) using the method specified by the Company, and when the Company recognizes as appropriate, the Company grants ZERO-SHOP Points (hereinafter referred to as the “points”) to the relevant members.
2. Conditions of granting the points such as subject website(s) and rate(s) of points are decided by the Company and notified to the members on the website pre-assigned by the Company (hereinafter referred to as the “notification site”).
3. The points are granted to the members after a time period specified by the Company.

If cancellation is confirmed by the Company during this period, no point is granted, and if any change of purchasing price is confirmed during the period, the points are granted based on the price after the change.

4. The number of points to be granted or not granted as well as all other matters concerning granting of the points are finally determined by the Company.

Article 3 (Management of the Points)

1. The Company, using the Company’s prescribed methods, notifies the members of the numbers of points granted to and used by them, and outstanding balances.
2. The members shall notify the Company of questions over the numbers of points stated in the preceding paragraph promptly as they arise.

3. The Company makes the final decision concerning the numbers of points stated in the paragraph 1, and the members shall defer to the decision.

Article 4 (Combination of the Points and Prohibition of Multiple Registration)

1. The Members cannot transfer their points to other members, pledge the points, or jointly own the points with other persons.
2. In any case where one person has multiple memberships, points belonging to the multiple members cannot be combined.

Article 5 (Withdrawal and Extinction of the Points)

1. The Company can withdraw the points when it has judged appropriate to do so based on the reason(s) or when the relevant transaction has been cancelled or in case of returned sales.
2. The Company can withdraw all or a part of the points without prior notification to the relevant members when it has judged that there has been:
 - (1) Violation of law or misconduct,
 - (2) Violation of the Terms of Service, the Membership Terms, or other terms and rules set by the Company, or
 - (3) Other reasons for which withdrawal of the points is considered appropriate.
3. The Company does neither have obligation to compensate nor liability for any withdrawn or extinct points.
4. The time of validity of the points acquired by the members is indefinite.

Article 6 (Use of the Points in Settlement of Accounts)

1. The Members may use the points to pay all or a part of the amount of settlement (the term always include both payments for the merchandise and consumption tax herein) through the procedure and with the conversion rate stipulated by the Company.
2. The Company may limit the services/merchandise etc. for which the members can use the points, and may impose condition(s) on use of the points.
3. In principle, cancellation of the purchase using the points as in the paragraph 1 is not accepted given the nature of the merchandise being on-line viewing. In case where the merchandise is found defective in investigation, the Company takes action(s) in accordance with the Shop Overview and the Terms of Service.

Article 7 (Non-negotiability)

The Members cannot exchange the points with cash in any case.

Article 8 (Use of the Points by Third Parties)

1. Only the member/holder of the points himself/herself may use the points, and no third party may use the points.
2. When the Company confirms, in an orderly manner, that e-mail address and password presented by a person matches to those preregistered by a member, the person is deemed to be the relevant member.

Even if such a user were an unauthorized third party and not the member, the Company

does not return the points to the member and does not bear any liability for any loss suffered by the member.

Article 9 (Tax and Costs)

Any tax and expense incidental on acquisition and use of the points, if there is any, shall be covered by the members.

Article 10 (Loss or Suspension of Membership)

When a member loses membership, he/she also loses the points and all other rights concerning the services and does not acquire any claimable right against the Company.

Article 11 (Disclaimer)

The Company makes its best efforts for operation of the Services given the current technical level. However this does not guarantee no failure to occur.

The Company is not liable for the members' loss or damage related to the services caused by system interruption/delay/discontinuation or loss of data due to failure(s) of communications lines or computer, failure(s) concerning use of the points, and illegal data access etc.

Article 12 (Changes of the Services)

1. The Company may change the Terms of Service, contents/conditions of the services (including and not limited to termination of the points, discontinuation of granting of the points, changes of the subject website(s) or sales transaction, and changes of the point granting/exchange rates), or terminate or discontinue the services without prior notification to the members.

The Members shall consent to the above in advance.

2. The Company is not at all liable for any disadvantage, loss, or damage suffered by the members due to the change(s) described in the preceding paragraph.

Enacted on August 1, 2006

Revised on April 1, 2007

Group Zero Ltd. (有限会社グループゼロ)