

■■■■■■■ AsukaBook UK & Ireland : Terms & Conditions ■■■■■■■

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (THESE "TERMS") CAREFULLY BEFORE YOU USE THE ASUKANET ASUKABOOK SERVICE (THIS "SERVICE"). BY USING THIS SERVICE YOU AGREE THAT THESE TERMS APPLY TO AND GOVERN YOUR USE OF THIS SERVICE. THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

You are responsible for complying with the laws of the jurisdiction where you live.

1. You will pay for using this Service, including resulting products, according to the price list and payment methods set forth on this Website. The price list and payment method are subject to revision by ASUKANET CO., LTD. ("Asuka") at any time and whenever it deems necessary or advisable. You will be bound by the price list and payment method in effect at the time you incur charges. You will comply with these Terms in using your credit card that you have designated as your means of settlement for the Service.

2. You agree to provide such personal information as is necessary for use by Asuka or its United Kingdom representative Everleaf Ltd. ("Everleaf") (Asuka and Everleaf are collectively referred to as "Service Provider(s)") in providing this Service. The Service Providers will use the personal information you provide to them to provide this Service, to initiate operations (including delivery) to third parties, and to contact you. A Service Provider will obtain your consent if it needs to use your personal information for any other purpose.

3. You agree that the Service Providers may disclose the information you submit to them as they deem necessary or advisable to perform this Service, including disclosure of such information to third parties, including, without limitation, delivery companies and data centres. To use AsukaBook services, you will be asked to complete a Credit Card Authorization Form. This form will require additional data including a valid and acceptable credit card, credit card number and billing address. AsukaBook will retain and use this data for future orders until such time that you notify us in writing to update the information we have on file or request that we remove such information from our records. AsukaBook uses a third party shipping company and a credit card processing company to deliver your order and bill you for that order. These companies are permitted to use such data only to process and deliver your order and are not permitted to retain, store, share, or use such data for any other purpose.

4. A Service Provider will not disclose information to any third party except as provided above or as otherwise provided in these Terms. Service Providers are not responsible for any act or omission by a third party.

5. You agree to bear the costs you incur in accessing and using this service. You agree that Asuka may change or modify the specifications of this Service and related or resulting products at any time without prior notice to you.

6. Service Providers are not responsible for and do not bear any responsibility or liability for any accident or damage that occurs during the delivery to you of any photographs or any products.

7. You guarantee that your use of this Service, including any photographs, images, information, or other materials or data submitted by you to the Service Providers does not infringe any intellectual property rights, including, without limitation, any copyright, moral right, or any other rights of third parties, and does not inflict any inconvenience, disadvantage, or damage on any third party. If a Service Provider receives a claim based on any infringement of rights or any other damages from a third party due to your use of this Service or in any way related to your use of this Service, you agree to defend, indemnify, and hold harmless the Service Providers from any and all such claims, losses or liabilities at your sole expense and responsibility, and to compensate the Service Providers for any damages, losses or liabilities either of them incur as a result of any such claim(s).

8. You guarantee that your use of this Service does not violate any law or regulation of the UK, any applicable foreign government, or any other applicable government or jurisdiction, and does not offend the public order or morals where you live. If you violate the foregoing provisions, you agree to defend, indemnify, and hold harmless the Service Providers from any resulting claim, loss or liability at your sole expense and responsibility, and to compensate the Service Providers for any damages, losses or liabilities either of them incur as a result of any such claim(s).

9. You acknowledge and agree that the Service Providers may cooperate with law enforcement officials and may submit or disclose applicable photographs, images, or other data and the Service Providers' records and products, as may be required by applicable law, to any court, law enforcement agency, or other authority. A Service Provider may also make the foregoing disclosures to defend itself from any claim relating to your use of this Service.

10. If the Service Providers determine that your use of this Service may constitute infringement of any intellectual property right, such as a copyright, moral right, or any other rights of third parties, or constitutes a violation of any applicable law or violation of public decency, in either Service Provider's sole discretion, or may give rise to any of the foregoing, you agree that the Service Providers may unilaterally elect to discontinue providing the Service to you, and dispose by deletion, destruction, or any other means all applicable photographs, images, or other data and the Service Providers' records and products and may disclose or provide such information to applicable authorities.

You hereby consent in advance to any such action. However, the Service Providers shall be under no obligation or responsibility to take any such action.

11. If the Service Providers determine that the data you send them violates these Terms, the Service Providers may elect not to provide the Service or any resulting products to you. You agree to pay the Service Providers for any portion of the Services they have provided according to the price list established for this Service.

12. If you violate these Terms, you will be disqualified from using this Service and the Service Providers will be under no obligation to return to you any photographs, images, data, records, or other information you have provided to the Service Providers. In addition, you will immediately reimburse the Service Providers for any damages incurred by the Service Providers resulting from your violation of these Terms. If you fail to submit any payment when due, you will be obligated to pay late fees on the overdue amount calculated at an annual rate of 10 percent beginning on the date the payment is overdue and continuing until the applicable Service Provider's receipt of full payment.

13. If Asuka determines a product delivered to you is defective, such as imperfect collating or a missing page, Asuka will replace the product provided that you inform the Service Providers of the problem no later than 30 days after your receipt of the product. In this event, you agree that it may be necessary for you to resubmit data. If Asuka determines that product replacement is impossible, Asuka will return to you your payments for the defective product. EXCEPT AS EXPRESSLY STATED ABOVE, SERVICE PROVIDERS MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NOR DO SERVICE PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SERVICE OR RESULTING PRODUCTS. The foregoing is the full extent of the responsibility of the Service Providers, and by way of illustration and not limitation, in no event shall either Service Provider be liable for delay caused by errors or omissions in the Service or defects in any resulting product, for consequential damages, or for any charges or expenses of any nature incurred without that Service Provider's advance written consent.

14. You agree that the Service Providers may change the specifications of this Service, including any resulting product, and may supplement, modify, or revise these Terms at any time and without notice to you.

15. Each Service Provider will take commercially reasonable measures in storing the information you submit to it. However, if such information is destroyed or lost by a Service Provider, you agree that the Service Providers are not responsible to compensate you for any destroyed or lost information where such destruction or loss arises due to any event outside of the Service Providers' reasonable control, including, without limitation, earthquakes, fires, wind and flood damage, etc. You agree that a Service Provider shall not be obligated to reimburse you in any amount.

16. You use this Service with the understanding that the Service Providers cannot guarantee that your privacy or confidentiality will be completely protected due to the inherent risks in transmitted, storing, and maintaining information and data.

17. All programs, software, services, procedures, trademarks, and business names constituting this Service, as well as all techniques and know how accompanying it, belong to ASUKANET CO., LTD., and, if applicable, to Everleaf Ltd.

18. You agree that the Service Providers may discontinue or suspend their operations or their provision of this Service when periodic system maintenance is carried out or when the normal provision of this Service is made impossible by events outside of a Service Provider's control, including, without limitation, fire, power failure, or any other emergency situation, or where a Service Provider judges temporary suspension to be necessary or advisable. A Service Provider shall not have liability for any damages incurred by you or any third parties resulting from such discontinuance or suspension of this Service, regardless of the reason.

19. If a controversy arises between you and any Service Provider in connection with this Service, you agree that you will, prior to instituting any action or proceeding, participate in non-binding mediation in a good faith attempt to resolve the disagreement or dispute without resort to litigation.

20. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Service, shall be brought against any of the parties in English Law and the English courts.

21. These Terms and the Service shall be governed by and construed in accordance with English Law and the English courts, without regard to conflict of laws principals.

22. If any arbitration, suite, or action is instituted to interpret or enforce the provisions of these Terms or with respect to the Service, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defence of such arbitration, suite, or action as determined by the arbitrator or trial court and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.