

Terms of Use

Article One: The coverage of, and the changes to these terms

- 1 “Content” refers to all the information shown on the website (www.gekkan-tire.co.jp/) brought by The Tire Monthly Co., Ltd. (“this company,” below)
- 2 A “member” is someone who has registered to pay to subscribe to an e-book or e-books on “the e-books sales site” brought by this company.
- 3 “This site” refers to the website with the URL (www.gekkan-tire.co.jp/) this company runs.
- 4 These terms apply in such cases as the WEB members (“members,” below), defined by Article Four in this company’s (i.e. The Tire Monthly Co., Ltd.’s) WEB members’ terms, use an e-book or e-books (the online delivery service of data to be read such as magazines delivered to the members by this company and its related services (“this service,” below) provided through *The Tire Monthly*, the sales site for digital media content such as e-books, which The Tire Monthly Co., Ltd. (“this company,” below) runs. This company holds the right to change or abolish all or parts of these terms according as this company sees fit.

Article Two: Purchasing e-books

- 1 Members can purchase e-books in the ways prescribed on the user-introduction page on this site.
- 2 Members enter into a contract to use specific e-books by typing in necessary pieces of information on the cart window of each product. The order to purchase a product is complete when the input information reaches this company’s server, the sale-purchase contract for the merchandise is activated between members and this company when verification is made, and this initiates the duty to pay for the product(s) ordered.
- 3 Members themselves order an e-book or e-books.
- 4 Neither cancellation of an order nor any return of the merchandise already purchased is possible, even if members wish to do so because of their circumstances, once the contract is made as defined by Section Two, due to the nature of the merchandise.

Article Three: Delivery of e-books

- 1 Delivery of e-books will follow the ways defined by each of the clauses below.
 - (1) E-books are to be read on “My Page”.

Computer terminals to be used include desktop and laptop personal computers, and Web browsers are used for reading them. (End of section in Japanese text)
- 2 This company’s duty in delivering ordered e-books goes as far as to making such e-books available via this site: the cost and responsibility in using Web browsers and online correspondence fall on the shoulders of members.
- 3 In the case of underage would-be purchasers, they can register as members only if there is parental/guardian consent. In such cases, we deem that it extends to the fact that there are cases where content is limited.

Article Four: Guarantee in the event of failure and malfunction of e-book delivery

- 1 As for cancellation after purchase, it is impossible to cancel the right to read the e-book you have purchased once the contract is concluded. Also in the case of periodical subscription it is impossible to return subscription fees once they are paid, no matter what the reason members wish to cite is. We will, however, redeliver the merchandise or cancel the order if this site is accountable for a failure to exercise the right to read an e-book and if members inform this company of such a failure within 14 days of purchase. If cancellation should become necessary, we will reimburse members for the fees in full.
- 2 In the case of members’ failure to read an e-book three days after the order is submitted, and if the e-book is not shown normally in the environment (terminals, software, software versions, etc.) prescribed by this company, members must inform this company of this situation immediately after they discover it.
- 3 This company must, in the event that it is informed of a failure as the last section defines, make if possible for members to read an e-book they have ordered, and to read an e-book anew by rectifying the malfunction. However, this company will not rectify a problem if the malfunction it is informed of by members does not reoccur in the environment owned by and prescribed by this company, or if the aim is to adjust to environment other than what is prescribed by this company. If this company cannot rectify the malfunction it is informed of or make it possible for members to read the e-book they have ordered, it will accept the returned product and reimburse the fees to the members in full.

- 4 The last section holds good for 14 days after ordering an e-book, and after 14 days this company is exempt from the responsibility defined by the last section.
- 5 Section 3 above defines all responsibilities of this company for defective delivery of e-books and their malfunction, and this company does not shoulder any more responsibility for compensation and damages beyond this. And besides the terms Section 2 above defined, members are impossible to demand changes or return of subscription once they have purchased, no matter what the reason members wish to cite is.

Article Five: Guaranteed period of e-book reading

- 1 Members who have entered into a contract of annual subscription with us can read our e-books for 365 days from the time the contract is made, and cannot read material published before the month in which the contract is made (back numbers). Members who wish to read back numbers must purchase each e-book separately.
- 2 The period of reading for material purchased separately is 30 days from the time the contract is made.
- 3 Members who wish to renew their annual subscription contract when it is completed must enter into a new contract of annual subscription.
- 4 This company is exempt from all responsibility in the case of members not reading an e-book during the period of reading determined by this company.

Article Six: Product price

- 1 All prices of e-books shown on this site include tax.
- 2 Prices may vary between the time members place an order and after, due to some changes in prices. When this occurs, this company will notify members separately beforehand. The same product may have a different price depending on the time of sale and the method of purchase.

Article Seven: Kinds of purchase

- 1 There are two ways of purchasing e-books: annual subscription and separate subscription. Periodical subscribers are entitled to reading e-books for a year from the day of purchase on condition that they use this service for a year (365 days). (Renewable every year)
- 2 Members subscribing to separate e-books can read them for 30 days from the day of purchase.

Article Eight: Methods of payment

Members can pay for an e-book they wish to purchase by entering it in the cart, proceeding to the “purchase step” and choosing to settle the accounts by credit card. In the case of purchasing a periodical subscription, which lasts for the period of one year, members must pay by credit card beforehand for the subscription of one year.

Article Nine: Fees and the ways of using this service

- 1 The prices and the way to calculate the prices of this service and purchasing e-books through it are defined in other articles and sections of these terms, as this company prescribes them.
- 2 Members can read each e-book in the ways specified beforehand by this company after each e-book is saved in ‘the list of books already purchased (by which is meant the service brought by this company for the sake of saving e-books on the internet)’ following the purchase of each e-book by members.
- 3 In the event of circumstances that any of the clauses in Section One of Article Seventeen applies to, this company is not liable for any damage incurred by members through such circumstances even if members are unable to read the e-book(s) they have purchased.

Article Ten: Coverage of this service

- 1 Members must not give their IDs and their corresponding passwords they use in this service to a third party, share them with a third party, or allow a third party to use them.
- 2 All e-books must be read in the environment recommended beforehand by this company.
- 3 This company is capable of taking measures such as terminating members’ right to use this site and erasing the registration of their membership without notifying them in advance in the event that it deems that the members concerned have acted against the last two

sections above. This company is not liable for any damage for the loss incurred by the members concerned.

Article Eleven: Means of settling the accounts

Members must settle their debts such as fees of using this service following the rules of each credit card issued by the credit card companies approved by this company. This is on condition that the card, the debtor, and the payer for the use of this service are all registered under the name of the member concerned.

Article Twelve: Settling the accounts

- 1 This company calculates the sum total of fees that have been generated for each ID using this site every time a member purchases a product.
- 2 This company charges the credit card companies members have chosen the amount of money calculated following the method based on the last section, the amount of money equivalent to consumption tax, and other amounts of money.
- 3 Members must make a payment by their own method of settling the accounts following the conditions of payment determined by each credit card company.
- 4 In the event that a legal dispute arises concerning fees and other debts between members and credit card companies concerned, the conflict must be sorted out between the parties concerned, and this company bears no responsibility for the solution of the conflict.

Article Thirteen: Treatment of secret information for payment

This company entrusts an agency for credit settlement (Zeus Inc.) with the collection of the payment for purchased products. In settling the accounts with registered members who place an order, the order is ciphered using a coding technique (SSL:SecureSocketsLayer), and is transmitted to the server of the agency for credit settlement; secret information necessary for settling the accounts such as credit card numbers ("secret information for payment" below) is treated, protected and controlled in the server belonging to the agency for credit settlement. This company's server holds no secret information for payment regarding settlement by credit card.

Article Fourteen: Principle of self-accountability

- 1 All responsibility rests with members for the use and control of their IDs used for this service and their passwords corresponding to their IDs.
- 2 This company bears no responsibility for any loss incurred by members through a third party's use of the IDs and corresponding passwords belonging to members concerned, regardless of the question of willful negligence on members' part.
- 3 Any use of this service through an ID and its corresponding password is regarded as that by the member concerned, who shoulders the responsibility to settle all the accounts including the payment for their transactions and other expenses.
- 4 Immediately upon discovering any unlawful use by a third party, such as a third party's unlawful use of members' IDs and their corresponding passwords, members must inform this company and obey directions from this company if it gives them.

Article Fifteen: Copyrights, and restrictions on the private use of trademarks

- 1 All the copyrights of the media content (including e-books), information, writings, images, software, and everything included in this service are owned by this company. Members must not use them for copying, sale, or publication, to exercise the "right to make transmittable" automatically (defined by the Japanese law), or for other purposes that go beyond the private uses sanctioned by the copyright law.
- 2 All the trademarks, service marks, and logos used in this service are this company's registered trademarks or trademarks. Members must not use them without this company's consent except for the purpose of members' own private use.
- 3 Members must not let a third party do what is against the last two sections.
- 4 This company does not transfer the rights over the data to members who read it. All the rights to own the data (including the media content) on this site, all other rights, and the intellectual property rights of the data belong to this company.

Article Sixteen: Coverage of the guarantee for media content

- 1 This company is not liable for damages incurred directly or indirectly by members and third parties through any mistake in the content of information including the data searched in this service, regardless of the content and method.

- 2 This company must rectify any fault in this service quickly and honestly when it is discovered, as well as strive to ensure the accuracy and usefulness of the content in this service.

Article Seventeen: Temporary discontinuation of this service

- 1 This company may discontinue this service temporarily without prior notice to members in the event of any of the circumstances below.

(1) When this company carries out an emergency maintenance on this service.

(2) When the delivery of this service becomes impossible due to unforeseen events such as an accident and an act of God.

(3) In other events which this company considers as requiring a temporary discontinuation of this service from an administrative and technical point of view.

- 2 This company shoulders no responsibility for any loss incurred by a member or a third party arising from the delay or temporary termination of this service in the event that it occurs.

- 3 This company may, without members' consent, terminate the use of, or the access to the content brought through this service, and may change the content of the media content in it. In such an event this company is not liable for damage incurred by a member or a third party.

Article Eighteen: The court of justice to exercise jurisdiction, which the parties of these terms consent to

In the event that there is need for a lawsuit, the district court of justice in Chiba is our designated court of justice by mutual consent that exercises jurisdiction over the first trial of any dispute concerning these terms (this service).

Article Nineteen: Laws these terms conform to

These terms conform to the laws in Japan.