

Article 1. These Terms of Use

1. These Terms of Use (“Terms of Use”) set forth the conditions for use of the non-fungible token (“NFT”) provided by naminoue-shoten LLC. (the “Company”) by a purchaser (“Purchaser”) of the NFT.
2. When using the NFT, Purchaser shall confirm the information, warnings, and so on provided on the NFT. Further, a person who wishes to purchase the NFT shall be deemed to have accepted these Terms of Use in their entirety by purchase of the NFT.
3. In cases where a person who wishes to purchase the NFT is a minor, the NFT shall be used after obtaining consent from the Purchaser’s legal guardian.

Article 2. Revision of these Terms of Use

1. The Company may revise these Terms of Use pursuant to Article 548-4 of the Civil Code of Japan. In cases where the Company revises these Terms of Use, the Company shall provide at least one month’s prior notice to the effect that it will revise these Terms of Use, the details of these Terms of Use, and the effective date of the revisions on the Company’s website.
2. In cases where the Company provides notice of the details of the revised Terms of Use and a Purchaser uses the NFT after the effective date of the revised Terms of Use, the Purchaser shall be deemed to have consented to the revised Terms of Use. If a Purchaser does not consent to the revised Terms of Use, the Purchaser may no longer use the NFT.

Article 3. The NFT

The NFT comprises electronic book data (EPUB3).

Article 4. License for Use

1. The Company grants to Purchaser an exclusive license to use the NFT in the format specified in Article 5, Paragraph 1 in all countries and regions including Japan.
2. The use license specified in the preceding paragraph does not include transfer of intellectual property rights and the like including copyrights relating to the NFT, and all copyrights and other intellectual property rights relating to the NFT are reserved by the Company or the third parties specified by the Company.
3. Notwithstanding the use license specified in the Article 4, Paragraph 1, in cases where a Purchaser engages in the use conduct specified in Article 5 with regard to the NFT, the Company’s prior approval shall be required. When requesting prior approval from the Company, please submit an inquiry using the contact information set forth in Article 16; provided, however, that the Company shall not unreasonably refuse such requests.

Article 5. Particulars of Use License

1. The particulars of the license specified in Article 4, Paragraph 1 shall be limited to reproduction of the NFT in as-is condition as an electronic publication and transmission to the public by using the Internet and so on.
2. The license specified in the preceding paragraph shall not include use in formats not related to a block chain provided by the NFT such as reproduction using screenshots or other such methods of the content included in the NFT.
3. Conditioned on the accuracy of translations, Purchaser may translate the NFT and use of such translations as specified in Paragraph 1 of this article.
4. The Company approves sub-licensing to third parties by Purchaser in relation to the use specified in Paragraph 1 of this article.

Article 6. Respect of the Moral Rights of Author

1. In cases where it is necessary to make changes to the content or expressions of the NFT or book or other titles, Purchaser must obtain prior approval from the Company.
2. When using the NFT, Purchaser may not harm the honor, reputation, image, and so on of the NFT and its author.

Article 7. Effective Term of these Terms of Use

The effective term of these Terms of Use shall from the contract date to the NFT copyright expiration date.

Article 8. Transferability

Transfer of the NFT is limited to transfer it using the block chain designated by the Company. A secondary purchaser who acquires the NFT from Purchaser must comply with these Terms of Use, and if the Company is unable to confirm compliance with these Terms of Use, the Company shall not be obligated to treat such secondary purchaser as a licensee of the NFT pursuant to Article 3.

Article 9. Termination of Agreement

1. If Purchaser breaches any provision of these Terms of Use and after the provision of written notice specifying a reasonable period to cure such breach, Purchaser does not cure the breach within the specified period, the Company may terminate the NFT use license in whole or in part in accordance with these Terms of Use.
2. Even in the case of the preceding paragraph, the Company shall not be obligated to return any consideration to Purchaser.

Article 10. Disclaimers, etc.

1. The Company makes no guarantees regarding the accuracy, reliability, usefulness, up-to-datedness, fitness for a particular purpose, legality, moral compliance, or otherwise of the NFT.
2. If use of the NFT becomes impossible in whole or in part due to force majeure, the Company shall not bear any liability to pay compensation for damage incurred by Purchaser as a result.
3. Even if the Company bears liability to Purchaser to pay compensation for damage pursuant to non-performance of obligations or unlawful conduct, except in the case of intentional misconduct or gross negligence by the Company, regardless of whether such damage was foreseen or foreseeable the Company's liability to pay compensation for damage shall be limited to direct and ordinary damage actually incurred by Purchaser, and the amount of compensation shall be limited to 10,000 yen.

Article 11. Responses to Infringement of Copyrights, etc.

If the copyright to the NFT is infringed by a third party, Purchaser shall deal with the matter at its own expense and under its own responsibility. If the Company's cooperation is necessary for such response, Purchaser and the Company shall engage in consultations to reach a determination.

Article 12. Severability

Even if any provision or portion thereof of these Terms of Use is determined to be void or unenforceable under the Civil Code, Consumer Contract Act, or other laws and regulations of Japan, the other portions of these Terms of Use shall survive and remain in effect.

Article 13. Governing Law

These Terms of Use shall be governed by the laws of Japan.

Article 14. Official Version

The official version of these Terms of Use shall be the Japanese version.

Article 15. Court of Agreed Jurisdiction

The Tokyo District Court shall be the exclusive agreed court of first instance regarding all disputes arising from these Terms of Use.

Article 16. Contact Information

Inquiries relating to these Terms of Use and the NFT shall be directed to info@naminoueshoten.com.