

YAQS Terms and Conditions

1. Introduction

1.1 These Terms and Conditions (“this Agreement”) define the terms and conditions for the use of the “YAQS” service provided by WIP Japan Corporation (“Companies”).YAQS has made a low-cost translation service possible by gathering all the tasks that traditional translation companies do onto one website and automating the process.

1.2 This Agreement may be amended without prior notice. Please check the latest contents of the Agreement when you use our service. We will inform users of any changes on the YAQS homepage.

1.3 The contents of YAQS may be changed, added to or deleted from without prior notice.

2. Definition of terms

(1) In this Agreement, “User” refers to persons who access the website of YAQS (<https://www.yaqs.co.jp>) and use its services (including webpage browsing).

(2) In this Agreement, “Customer” refers to a person who requests translation services from YAQS.

(3) In this agreement, “Translator” refers to a person who translates text that a Customer submits for translation.

(4) In this Agreement, “Translation result” refers to the outcome of a translation submitted by a Customer and that a Translator has worked on.

3. Account registration

3.1 Account registration is required to request translation services at YAQS.

3.2 Account registration, mentioned in the preceding clause, is free of charge.

3.3 A User is deemed to have read and agreed with this Agreement and other terms and conditions provided by the Companies and be bound by this Agreement and other terms and conditions provided by the Companies when using YAQS.

3.4 Following the stipulations of Article 1 Section 2, the User shall be bound by the latest version of the Agreement and other terms and conditions provided by the Companies after any amendment is made.

3.5 The User must enter correct personal data for account registration in the form prescribed.

3.6 Each User is allowed to have one account only, and no more than one account can be held.

3.7 An account holder is not permitted to give or lend any third party the account holder's account provided by the Companies.

3.8 An account holder is responsible for the management of the account ID and password, and for all actions made using the account ID and password.

4. Privacy/Personal information

4.1 The Companies obtain the minimum amount of information from the User required to provide services through YAQS. The Companies shall protect the User's personal information with the utmost care.

4.2 PayPal is responsible for the protection of personal information such as credit card information which the User provides to PayPal in order to pay or receive translation fees, and the Companies have no such responsibility in any way.

4.3 Users may be contacted by the Companies and their affiliated companies by email.

5. Cancellation of registration/Suspension of service

5.1 If the Companies recognize that the account holder falls under any one of the following cases, the Companies have the right to suspend the accountholder's use of YAQS, change the password of the account holder, and cancel the registered account without prior notice:

- (1) Provision of false information at the time of account registration
- (2) Improper use of ID or password
- (3) Improper use of information or translation results which were provided by YAQS
- (4) Violation of Article 3 Section 3, Article 3 Section 7, or Article 8
- (5) YAQS not having been used for 12 consecutive months
- (6) The accountholder is deemed to have engaged in actions likely to cause harm to the Companies or any third party.
- (7) Violation of this Agreement or other terms and conditions stipulated by the Companies.
- (8) The accountholder is suspected to be a member of an anti-social organization or to be related to such organizations.
- (9) The Companies judge that the account holder used YAQS inappropriately in any other way.

5.2 A User disqualified from using YAQS may be declined use of the service at a later date.

5.3 The Companies bear no liability whatsoever for any loss caused by the disqualification mentioned in the preceding clause.

6. Fees

6.1 PayPal's payment services shall be used for YAQS translation fees paid by the Customer and received by Translators and for commissions received by the Companies except in exceptional circumstances.

6.2 The details of the payment method for translation fees and handling fees are specified separately.

6.3 Translation rates for Translators may be changed according to YAQS' circumstances.

7. User responsibility

7.1 Internet access is required in order to use YAQS' services, and the User is responsible for providing all the necessary machines, software and means of communications at his or her own expense. The Companies have no responsibility whatsoever for the User's access environment, preparations or operations.

7.2 The User shall use YAQS at his or her own risk, and shall assume responsibility for the accuracy, integrity, usability, and legality of texts for translation, translation results, and all other contents (information, data, documents, characters, etc.) that the User publishes, discloses, provides, submits, or is provided with via YAQS, which service the User shall use at his or her own discretion.

7.3 The User must keep in mind that the copyright in the texts for translation and translation results belongs to the author of the original text unless the User has procured the assent of the copyright holder or the exception in Chapter 2 Section 3 Subsection 5 of the Copyright Law applies. The User must take the utmost care to avoid infringing the intellectual property rights of any third party.

7.4 In case of a dispute, such as an author or a third party taking legal action claiming a violation of copyright in the texts for translation, translation results, and all other contents (information, data, documents, characters, etc.) that the User publishes, discloses, provides, submits, or is provided with via YAQS, the account holder is liable for solving the dispute at his or her own expense, and the Companies have no liability whatsoever.

7.5 Registered Translators must not disclose any information regarding translation requests or the contents of any requested translation. The Translator shall be liability for any damages resulting from such disclosure.

8. Prohibitions

The User is prohibited from acting contrary to any part of the Agreement and other terms and conditions of the Companies, and from any of the following acts:

- (1) Disclosure of personal information and violation of privacy
- (2) Acts or expressions which induce or encourage illegal activities, criminal activities, or self-destructive actions such as suicide.
- (3) Acts and expressions which excite ill-will or repulsion in others, such as slander or indecency.
- (4) Acts and expressions which defame or insult.
- (5) Infringement of others' property rights, such as copyrights or other intellectual property rights.
- (6) Acts such as claiming to be another person or of assuming false identity with credit card information, bank accounts, etc.
- (7) Acts and expressions inimical to public order and morality.
- (8) Business advertising and obstruction of business activities
- (9) Publication, disclosure, supply or sending of junk mail, spam email, chain letters, pyramid schemes, and other solicitations.
- (10) Acts causing damage to or malfunctioning in the YAQS service or any server hardware, software and networks connected to the YAQS service.
- (11) Use or provision of harmful programs such as computer viruses through YAQS or in connection with YAQS.
- (12) Acts and expressions which encourage or condone anti-social forces.
- (13) Reproduction of translation results of other translation service websites.

9. Disclaimer/Non-guarantee

9.1 The Companies guarantee the accuracy, integrity, usability, and legality of texts for translation, translation results, and all the other contents (information, data, documents, characters, etc.) that the User publishes, discloses, provides, submits, or is provided with via YAQS. However, the Companies bear no liability whatsoever for any loss or damage that contents might cause to the User or any third party.

9.2 Texts that the User publishes, discloses, provides, submits, or is provided with via YAQS shall be made public to Translators on the YAQS website. The Companies shall not be liable for any loss or damage whatsoever caused by making such texts public to Translators.

9.3 If in their providing of the YAQS service, the Companies cause loss or damage as a result of the Companies' defaulting or acting unlawfully either willfully or out of gross oversight, the Companies shall compensate the User for only direct damages actually sustained by the User, the amount of compensation being limited to the amount of money lost by the User when using the YAQS service. In such a case, the Companies shall not in any way be liable for Users' loss of usage opportunities, data losses, business interruptions, or any other kind of damage (including indirect damage, special damage, incidental damage, or loss of income) even if the Companies were notified of the possibility of such damage in advance.

10. Right to use original texts and translation results

10.1 A party requesting a translation shall retain the non-exclusive right both in Japan and overseas to use the original texts for which translation was requested via YAQS and the translation results (including the right to copy, reproduce, public transmit, publish, screen, distribute, lend, translate, modify and edit). Furthermore, Translators shall not claim a moral right of authorship.

10.2 The Companies may if necessary save or remove at any time contents mentioned in the preceding clause without the consent of the party requesting the translation.

11. Connecting to the website

Connecting to the website must be at the User's own expense when using YAQS. The Companies shall bear no liability whatsoever for any loss or damage in the case of any interruptions to the service during use of the service because of the condition of the line, or other such reasons.

12. Temporary interruptions to the service

Services may be interrupted temporarily without any prior notice to members for the reasons below. The Companies shall bear no liability whatsoever for any loss or damage caused by such service interruptions.

- (1) Carrying out maintenance, inspection, or repair of the Companies' system
- (2) Provision of YAQS becomes impossible due to fire or power failure
- (3) Provision of YAQS becomes impossible due to natural disaster
- (4) Amazon, the server provider for the YAQS system, stops servers temporarily
- (5) YAQS is required to temporarily stop providing services for other operational or technical reasons

13. Applicable laws and agreed jurisdiction

This Agreement shall be governed, construed and enforced in accordance with the laws of Japan. Any disputes arising out of the use of YAQS shall be under the exclusive jurisdiction of the Tokyo District Court in the first instance.

14. Contacting the Companies

Please contact the Companies by email using the email address below if your user name or password is lost, when someone is found to have violated the Agreement and other terms and conditions that the Companies created separately, or when you need to inquire with the Companies.

Email address: info@yaqs.co.jp

15. Enforcement of Agreement

This agreement shall take effect from August 1, 2010 and has priority over all older versions.

Date of enactment: August 1, 2010