

Terms and conditions of use

Welcome to JPAUC, our Japan Digital Auction Network. These are our terms and conditions for use of the network, which you may access in several ways, including but not limited to the World Wide Web via jpauc.com and smart phone. In these terms and conditions, when we say "JPAUC Site" we mean the Japan Digital Auction Network operated by or on behalf of jpauc.com, subsidiaries and affiliates (collectively "JPAUC"), regardless of how you access the network, as well as any JPAUC apps whether you access those via a JPAUC Site or a third party site. However you access JPAUC Site, you agree to be bound by these terms and conditions.

1. Registration

You may access areas of JPAUC Site that require registration by becoming a registered member and creating an account with us.

You are of legal age and are otherwise capable of forming a legally binding contract.

All information you submit to JPAUC or in connection with our Service is accurate and complete and that you will maintain and promptly update any profile supplied to us to ensure accuracy at all times.

You agree to be contacted via Email by JPAUC and third parties if relevant, regarding JPAUC services

By registering on JPAUC Site, you agree that:

(i) you agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

Your account and password are personal to you and may not be used by anyone else to access JPAUC Site;

(ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of JPAUC Site; and

(iii) you will not create registration accounts for the purpose of abusing the functionality of the site, or other users; nor will you seek to pass yourself off as another user.

You agree to notify us immediately if you become aware any unauthorized use of your password or account identifiers by others.

2. Termination of registration

If you no longer wish to have a registered account, you may terminate your account by sending message to JPAUC Inquiry. If you no longer accept these terms and conditions, or any future modification to these terms and conditions, you must cease using JPAUC Site. Continued use of JPAUC Site indicates your continued acceptance of these terms and conditions.

If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, cancel your access to the registration areas of JPAUC Site immediately and without prior notice.

We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.

3. Use of material appearing on JPAUC Site

Your use of JPAUC Site is for your own personal and non-commercial use only.

You may download and print from JPAUC content for your own personal and non-commercial use only.

If you wish to use our content other than as permitted by these terms and conditions, please contact us at [JPAUC Inquiry](#).

4. Disclaimer of liability

To the extent permitted at law, we do not accept any responsibility for any data in JPAUC content. Nothing in JPAUC content is provided for any specific purpose or at the request of any particular person. For the avoidance of confusion, we will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing or reading to JPAUC content or any part of it. You can access other sites via links from JPAUC Site. These sites are not under our control and we are not responsible in any way for any of their contents.

We give no warranties of any kind concerning JPAUC Site or Content. In particular, we do not warrant that JPAUC Site or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

Although we will do our best to provide constant, uninterrupted access to JPAUC Site, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

5. Third party advertising on JPAUC Site

You will see advertising material submitted by third parties on JPAUC Site. Each individual advertiser is solely responsible for the content of its advertising material. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

If you want to advertise on the JPAUC Site, please contact us from Inquiry.

6. Apps

You may download certain JPAUC apps ("Apps") either from JPAUC Sites or from third party app stores or shops. All of these terms apply to the maximum extent relevant to your use of the Apps.

In addition to the limitations on our liability set out in terms and conditions, we shall not be liable for any damage caused to or interference with any equipment or other Apps or content of any description.

7. Indemnification

You agree to defend, indemnify, and hold harmless JPAUC, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations,

representation and warranties under these terms and conditions.

8. Additional disclaimers

Visitors to JPAUC Site agree that their use of JPAUC Site is at their own sole risk. JPAUC Site is provided "as is" and "as available," without warranty of any kind, either express or implied including but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of JPAUC Site; and (ii) any warranties of title, warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose. JPAUC also makes no representations and warranties as to any linked sites and JPAUC has no liability or responsibility with respect to your use of such sites. This disclaimer of liability applies to any damages or injuries caused by JPAUC Site, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on JPAUC Site; or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorized access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. JPAUC does not warrant or guarantee that access to JPAUC Site will be uninterrupted or error-free.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

9. Limitation of liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN NO EVENT WILL JPAUC OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE, COST, EXPENSE OR LIABILITY OF ANY KIND ("LOSS") ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE JPAUC SITE, INCLUDING (WITHOUT LIMITATION): (i) DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA, LOSS OF USE OF DATA, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF OR DAMAGE TO REPUTATION, LOSS OF CAPITAL, DOWNTIME COSTS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, OR LOSS OF ANTICIPATED SAVINGS OR BENEFITS; (ii) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS; OR (iii) ANY LOSS ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN JPAUC SITE.

9. Terms History

Effective date: January 25, 2017

Modified: July 1, 2016

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