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You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Ambit Japan reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any server of Ambit Group, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Ambit Group including any Ambit Japan account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Ambit Group’s systems or networks, or any systems or networks connected to the Site or to Ambit Group.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Ambit Japan on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Ambit Group or others.

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Violation of These Terms of Use

Ambit Japan may disclose any information we have about you (including information by which you may be identified) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Ambit Group's rights or property, or the rights or property of visitors to or users of the Site, including Ambit Group's customers, without your consent if it is difficult to obtain your consent to such disclosure. Ambit Japan reserves the right at all times to disclose any information that Ambit Japan deems necessary to comply with any applicable law, regulation, legal process or governmental request. Ambit Japan also may disclose your information when Ambit Japan determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Ambit Japan may preserve any transmittal or communication by you with Ambit Japan through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Ambit Japan determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others (in the case that it is difficult to obtain your consent to such disclosure), or (4) protect the rights, property or personal safety of Ambit Group, its employees, users of or visitors to the Site, and the public (in the case that it is difficult to obtain your consent to such disclosure).

You agree that Ambit Group may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Ambit Group, for which monetary damages would be inadequate, and you consent to Ambit Japan or relevant member of Ambit Group obtaining any injunctive or equitable relief that Ambit Japan or such member of Ambit Group deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Ambit Group may have at law or in equity.

You agree that Ambit Group may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Ambit Japan does take any legal action against you as a result of your violation of these Terms of Use, Ambit Japan will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Ambit Japan. You agree that Ambit Japan will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree, by visiting or using the Site, that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of Japan without regard to principles of conflicts of laws.

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises in the case of a claim brought by an IC, and in the case of a claim brought by a customer, such claim may be brought until barred under applicable law. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between you and Ambit Japan arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation.

For mediation, one individual who is mutually acceptable to Ambit Japan and the other party (IC or Customer) shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between Ambit Japan and the other party. Each party shall pay its portion of the anticipated shared fees and costs at least ten days in advance of the mediation. Each party shall pay its own attorneys' fees, costs and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Osaka City, Osaka Prefecture, Japan and shall last no more than two business days. The language of mediation shall be Japanese.

If mediation is unsuccessful, Ambit Japan and the other party (IC or Customer) shall resolve any controversy or claim arising out of, or relating to, these Terms of Use, or the breach thereof by binding arbitration administered by the Japan Commercial Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Ambit Japan and the other party agree that the arbitrator will have the primary power to decide any question about the arbitrability of any claim, dispute, or other difference between them. Ambit Japan and the other party waive all rights to trial by jury. The place of arbitration shall be Osaka City, Osaka Prefecture, Japan, and all arbitration proceedings shall be held in Osaka City, Osaka Prefecture, Japan. The language of the arbitration shall be Japanese. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions selected from the panel which the Japan Commercial Arbitration Association provides. The arbitrator shall have the authority to order production of documents in accordance with the IBA Rules on the Taking of Evidence in International Arbitration. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties, subject to the right to file an action in court to confirm, vacate, modify, or otherwise enter judgment on the award.

Void Where Prohibited

Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use in Japan. Ambit Japan reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from Japan, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Ambit Japan with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Ambit Japan with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Ambit Japan, Ambit Japan will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Ambit Japan's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Ambit Japan of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Ambit Japan and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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