

Terms of Service
April 16, 2008

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content (defined below) and Services (defined in Section 1) available through the Nihonken.org domain name, the "Website"), YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS, whether you are a "visitor" (which means that you simply browse the Website) or you are a "Member" (which means that you have registered with Nihonken.org). The term "User" refers to a Visitor or a Member. "Content" shall mean all text, software, scripts, graphics, files, data, images, photos, video, sounds, musical works, works of authorship, interactive features and the like available on or through the Website. You are only authorized to use the Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Website and discontinue use of the Services immediately. If you wish to become a Member, communicate with other Members, and make use of the Services, you must read this Agreement and indicate your acceptance during the Registration process.

The website managers of Nihonken may modify this Agreement from time to time, and such modification shall be effective upon posting by us on the Website. You agree to be bound to any changes to this Agreement when you use the Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. You may receive a copy of this Agreement by emailing us at: <mailto:info@nihonken.org>, Subject: Terms of Use Agreement.

1. Website

Nihonken.org is a digital media distribution service that allows Members to upload and display digital media content and create unique personal profiles online in order to find and communicate with others. The services offered by Nihonken.org ("Nihonken," "we," or "us") include the Nihonken.org Website, the video and photo uploading service, the streaming audio/video service, the blogging service, the personalized profile service, a collection of resources, including various

communications tools, forums, search services, and personalized content through its network of properties which may be accessed through any various medium or device now known or hereafter developed, and any other features, content, or applications offered from time to time by Nihonken in connection with the Website (collectively, the “Services”). The Services are hosted in the United States. You also understand and agree that the Services may include advertisements and that these advertisements are necessary for Nihonken to provide the Services. You also understand and agree that the Services may include certain communications from Nihonken, such as service announcements, administrative messages and Nihonken newsletters, and that these communications are considered part of Nihonken’s membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including the release of new Nihonken properties, shall be subject to this Agreement. You are responsible for obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Services.

2. Website Access

A. Nihonken hereby grants you permission to use the Website as set forth in this Agreement, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without Nihonken’s prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of this Agreement, including without limitation the provisions governing User Submissions (below in Section 6) and the User Code of Conduct in (below in Section 7).

B. In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you

choose to participate, those additional terms are hereby incorporated into this Agreement.

C. Nihonken reserves the right, in its sole discretion, to reject, refuse to post, or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability.

D. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify Nihonken immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

3. Eligibility.

Use of and membership in the Services are void where prohibited. By using the Services, and in consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data"); (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Nihonken has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Nihonken has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). Nihonken is concerned about the safety and privacy of all its users, particularly children. For this reason, you may not use the Services if you are under the age of 14. If you are under the age of 18, you must first obtain the permission of your parent or legal guardian to use the Services, and your parent or legal guardian must be present at all times while you use the Services. Please remember that the

Services are designed to appeal to a broad audience. Accordingly, as the parent or legal guardian of a minor under the age of 18, it is your responsibility to determine the appropriateness for your child of any of the Services and/or Content.

4. Term

This Agreement shall remain in full force and effect while you use the Services or are a Member. You may terminate your membership at any time, for any reason, by following the instructions on your **Account Settings Page**. Nihonken may terminate your membership at any time, without warning. Even after membership is terminated, this Agreement will remain in effect.

5. Non-commercial Use by Members.

The Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Nihonken. Illegal and/or unauthorized use of the Services, including uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Nihonken Website, is strictly prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of membership privileges. In order to protect our Members from such advertising or solicitation, Nihonken reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which Nihonken deems appropriate in its sole discretion. If you breach this Agreement and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to Nihonken, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Nihonken Fifty Dollars (\$50) for each such unsolicited email or other unsolicited communication you send through the Services

6. User Submissions.

A. The Website may now or in the future permit the submission of Content by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Nihonken does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Nihonken to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and this Agreement; (ii) the posting of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person and you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and this Agreement; (iii) the Content is free and clear of all liens, charges, encumbrances and litigation; (iv) no payments to any persons or entities are or will be required. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Submissions posted by you on or through the Services.

C. For clarity, you retain all of your ownership rights in your User Submissions. After posting your User Submission to the Website, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Website and Services, you hereby grant to Nihonken a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, adapt, publish, translate, publicly perform and publicly display the Content (in

whole or in part) in connection with the Website, the Services, and Nihonken's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website and Services (and derivative works thereof) in any and all media formats, whether now known or hereafter devised, throughout the world and in any language, through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website, and to use, reproduce, distribute, prepare derivative works of, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) as permitted through the functionality of the Website under the terms of this Agreement. The foregoing license granted by you terminates once you remove or delete Content from the Website.

D. Nihonken does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Nihonken expressly disclaims any and all liability in connection with User Submissions. Nihonken does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Nihonken will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Nihonken reserves the right to remove Content and User Submissions, or to terminate a User's access to the Website, without prior notice. Nihonken also reserves the right to decide whether Content or a User Submission is appropriate and complies with this Agreement for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Nihonken may remove such User Submissions and/or terminate a User's access for uploading such material in violation of this Agreement at any time, without prior notice and at its sole discretion.

7. User Conduct

A. You understand that the Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not Nihonken, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. Nihonken does not control

the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Nihonken be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

USER CODE OF CONDUCT

You agree not to use the Services to:

- (i) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (ii) harass or harm minors in any way;
- (iii) impersonate any person or entity, including, but not limited to, a Nihonken official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (iv) upload, post, email, transmit or otherwise make available any Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- (v) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (vi) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (vii) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- (viii) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (ix) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (x) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- (xi) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (xii) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- (xiii) provides any telephone numbers, street addresses, last names, URLs or email addresses;
- (xiv) upload, post, email, transmit or otherwise make available any Content that contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- (xv) solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;
- (xvi) sell or otherwise transfer your profile;
- (xvii) display an advertisement on your profile, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose, or sending private messages with a commercial purpose;
- (xviii) upload, post, email, transmit or otherwise make available any Content that involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

(xix) upload, post, email, transmit or otherwise make available any Content that includes a photograph of another person that you have posted without that person's consent;

(xx) "stalk" or otherwise harass another; and/or

(xxi) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in this Section 7.

B. You acknowledge that Nihonken may or may not pre-screen Content, but that Nihonken and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Services. Without limiting the foregoing, Nihonken and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Nihonken or submitted to Nihonken, including without limitation information in Nihonken's message boards and in all other parts of the Services.

C. You acknowledge, consent and agree that Nihonken may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Nihonken, its users and the public.

D. You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

E. You understand that the Services and software embodied within the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Nihonken and/or content providers who provide content to the

Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Services, in whole or in part, is strictly prohibited.

F. Nihonken is not responsible for the conduct, whether online or offline, of any User of the Services. Nihonken assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication.

9. Modifications.

Nihonken may, in its sole discretion and without prior notice, (a) revise this Agreement; (b) modify the Website or the Services; or (c) discontinue, temporarily or permanently, the Website or Services (or any part thereof) at any time. You agree that Nihonken shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or Services.

10. Intellectual Property Rights.

A. The Content on the Website, except all User Submissions, and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Nihonken, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Nihonken reserves all rights not expressly granted in and to the Website, including without limitation the Content and Services therein.

B. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright

and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein. It is the policy of Nihonken to terminate membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of proper notification to Nihonken by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our copyright agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

11. Member Disputes.

You are solely responsible for your interactions with other Nihonken Members. Nihonken reserves the right, but has no obligation, to monitor disputes between you and other Members.

12. Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NIHONKEN AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, OWNERS, MANAGERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NIHONKEN AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, OWNERS, MANAGERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NIHONKEN OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. Links.

The Services may provide, or third parties may provide links to other websites or resources. Because Nihonken has no control over such sites and resources, you acknowledge and agree that Nihonken is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials, on or available from such sites or resources, or the accuracy or opinions expressed therein. You further acknowledge and agree that Nihonken shall not be responsible or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource. Inclusion of any linked website on the Services does not imply approval or endorsement of the linked website by Nihonken. When you access these third-party sites, you do so at your own risk.

14. Third Party Advertisements.

Nihonken takes no responsibility for third party advertisements which are posted on this Website or through the Services, nor does it take any responsibility for the goods or services provided by its advertisers.

15. Technical Malfunctions.

Nihonken is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Services.

16. Limitation on Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NIHONKEN AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, OWNERS, MANAGERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NIHONKEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

17. U.S. Export Controls.

Software available in connection with the Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

18. Indemnity.

You agree to indemnify and hold Nihonken, its subsidiaries, and affiliates, and their respective officers, agents, partners and owners, managers, employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Nihonken Website or through the Services causes Nihonken to be liable to another.

19. General.

You agree that: (i) the Website shall be deemed solely based in **Taos, New Mexico**; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Nihonken, either specific or general, in jurisdictions other than **Taos, New Mexico**. This Agreement shall be governed by the internal substantive laws of the State of **Taos, New Mexico**, without respect to its conflict of laws principles. Any claim or dispute between you and Nihonken that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in **Taos County, Taos, New Mexico**. This Agreement, **together with the Privacy Policy** and any other legal notices published by Nihonken on the Website, shall constitute the entire agreement between you and Nihonken concerning the Website and the Services therein. The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Nihonken.org's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Nihonken reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms. **YOU AND NIHONKEN AGREE THAT**

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Please contact us at: **info@Nihonken.org** or at the following address with any questions regarding this Agreement:

Nihonken.org

Attn: Customer Service

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND AGREE TO BE BOUND BY, ALL OF THE PROVISIONS CONTAINED ABOVE.