

Terms of Use

This terms of use (hereinafter referred to as the “Terms of Use”) explains legally binding rules to make use of the “Cable Crowdfunding” (hereinafter referred to as the “Cable CF”) operated by Japan Digital Serve Corporation and the reward-based crowdfunding service provided via “Cable CF”.

When you make use of “Cable CF”, you need to agree to all the rules on this page and to be registered as a member in the way prescribed by our company. By making use of this website and service, you are considered to agree to the Terms of Use, and the guidelines and precautions defined for each service you make use of.

Article 1 (Definition)

Terms used herein shall be as defined below.

1. “Company” means Japan Digital Serve Corporation.
2. “Management Outsourcing Company” means a company to which the Company entrust management of its service.
3. “Cable CF” collectively refers to the reward-based crowd funding service operated by the Company.
4. “Service” means any and all services provided via “Cable CF.” A member may make use of the Service to provide a financial support to a project as a supporter.
5. “Applicant for Membership” means a party who wishes to be registered as a member to make use of the Service.
6. “Member” means those of the Applicants who applied for registration as a member in the way prescribed by the Company who have been approved by the Company. To make use of the Service and provide a support to a project, you need to agree to the Terms of Use and to be registered as a Member.
7. “Project Owner” means a Member who recruits (or has recruited) people who support a project via the Service.

8. “Project” means a plan proposed by a Project Owner (e.g. holding an event, production and provision of works, and other various programs) which is publicized via the Service to recruit supporters.
9. “Reward” means Project deliverables or Project report which may be received by supporters as a result of Project implementation.
10. “Supporter” means a Member who sympathizes with a Project, determines to support the Project (i.e. to conclude a sales agreement with the Project Owner) and completes a payment for a Project support.
11. “Support Fund” means a fund payable by a Member who wishes to support a Project after conclusion of a Project (which means that such conditions to conclude the Project as set forth in the description page of each Project are satisfied and the same being hereinafter referred to as the “Project Conclusion”).
12. “Registered Information” means any and all information provided by a Member to the Company for the purpose of receiving the Service provided.
13. “Personal Information” means the Registered Information that identifies a particular individual person, including without limitation the name, address, date of birth, telephone number, e-mail address, information on the account with financial institutions and credit card information.
14. “Certified Information” means the Registered Information that is necessary for the Company to authorize a connection by a Member and that contains an ID and password.
15. “Media” means web media including website, social application, etc.) and paper media (including newspaper, magazine and flyer, etc.).
16. “Partner” means a party who operates Media via which the Company advertises the Service.
17. “Partner Media” means the Media operated by the Partners.

Article 2 (The Service and the Role of the Company)

1. The Service shall be the crowd funding service, which is a service to provide a place and opportunity for Members to communicate with each other and to support Projects.
2. All of conclusion, revocation, cancellation, termination and any other processes of a sales agreement between Members for Project support shall be done under self-responsibilities allocated between the Members who are the parties to the agreement (including without limitation a relevant third party and this being hereinafter referred to as “Between Members”) and the Company will not be concerned with the revocation, premature cancellation, termination, change, refund, guarantee or any other contract fulfillment Between Members.
3. Kindly be advised that the Company will not arbitrate or attempt to settle any trouble Between Members. As such, kindly make use of the Service with great care being paid to the transactions.
4. The Company may entrust part of the Service, such as system operation, to a Management Outsourcing Company.

Article 3 (Conclusion of Procedures)

The registration, recruiting of Supporters, determination of support and Reward, withdrawal, input of assessment, communications between Members and other procedures processed by a Member via the Internet connection shall come into effect when the data relating to such procedures is transmitted to the Company’s server and the contents of such procedures are reflected in the Company’s system.

Article 4 (Registration of Member)

1. An Applicant wishing to be a Member shall apply for the membership registration in the way prescribed by the Company.

2. The Company shall register such Applicant as a Member when it approves the application for registration prescribed in the preceding paragraph.
3. The Company may not approve the application for registration prescribed in paragraph 1 of this Article if any one of the situations stated below applies.
 - (1) The Applicant proves to have been deregistered or otherwise penalized due to a violation of the Terms of Use in the past.
 - (2) The application contains a misrepresentation.
 - (3) The Applicant once failed to pay its debt to the Company.
 - (4) The Applicant was engaged in any act that prevents or inhibits or in the Company's opinion may prevent or inhibit the Company from operating or providing the Service or other Members from making use of it.
 - (5) Otherwise the Company considers it inappropriate to approve the application for registration.

Article 5 (Support to Project)

1. A person who wishes to support a Project shall determine a support in the way prescribed by the Company. Anyone who, in the Company's opinion, has no intention to support or accesses for a joke may not be allowed to apply for support.
2. The period that project can be supported (hereinafter referred to as the "Project Period") shall be indicated via the Service. If the Company cannot confirm arrival (or write) of data regarding amount of support money, or action data regarding a determination of support to the server administered by the Company within the Project Period, the support to the Project shall not be considered to have existed.
3. A Supporter shall not be allowed to cancel a support to a project after indicating its intention of support.

Article 6 (Conclusion of Project)

1. The Service shall be “Keep it all” type that a Project is concluded whether a target amount is achieved or not. Even within the Project Period, a sales agreement shall be concluded between a person who wishes to support the Project and the Project Owner at the time when the Project is concluded. The time when a Project is concluded is separately indicated in each Project page, so be sure to check it.
2. During the Project Period, the Project shall not be discontinued by the Project Owner.
3. A person who wishes to support a Project shall pay a Support Fund (purchase amount), consumption tax and other charges in the way prescribed by the Company. The Payment shall be made in the way prescribed separately and, in the case that the payment is not made by the specified due date, the Company or the Project Owner may cancel the application for support at its discretion.
4. Project Owner shall assume liability to observe the Consumer Contract Act towards the Supporters, and if the project fails, the Project Owner shall deal with the situation under its own responsibility.
5. Any trouble which may take place between the Project Owner and the Supporter regarding the Reward shall be settled between both parties, and the Company shall not assume any liability for that, except the case which the Company considers to arise out of a problem regarding clearance such as system failure, etc. and that is to be handled by the Company.

Article 7 (Change of Registered Information and Control of Certified Information)

1. A Member shall control the Certified Information under its own responsibility and at its own expense, and shall not allow a third party to utilize, loan, assign, sell, buy, pledge, or publicize it.
2. A Member shall assume liability for damage from leakage, erroneous use, third party’s use, unauthorized access, etc. of or to the Certified

Information due to its insufficient control, and the Company shall not assume any liability for that. Should any damage be incurred by the Company due to unauthorized use of the Certified Information, the Member shall compensate for such damage.

3. If the Registered Information is changed or if the Certified Information is known to a third party or is suspected to have been used by a third party, the Member shall immediately notify the Company to that effect in the way prescribed in the Terms of Use and by the Company and shall follow instructions of the Company, if any.
4. If the Registered Information contains deficiency, and the Company cannot fulfill its obligations for 6 months after the effective date of the claim, such as the Company cannot communicate with the Member due to deficiency of the Registered Information or otherwise, the Company may consider such Member to have abandoned its claim.
5. If the Member suffers loss, such as the Member cannot make use of the Service, due to a failure of the notification prescribed in the paragraph 3 of this Article, the Company shall not assume any liability for that.
6. If the Member fails in the notification prescribed in the paragraph 3 of this Article, the Company may consider such Member to have withdrawn.

Article 8 (Payment of Sales Commission)

When the Project is concluded, the Project Owner shall pay the Project support sales commission prescribed in the Cable CF Project Clause to the Company (Bank transfer charge shall be incurred by the Project Owner). Such commission (including bank transfer charge) shall be deducted from the amount payable by the Company to the Project Owner.

Article 9 (Payment by Supporter and Receipt of Money by Project Owner)

The Company shall receive, on behalf of the Project Owner, the Support Fund paid by a person who wishes to support the Project. The person who wishes to support the Project shall be considered to have completed the reimbursement of debt owed to the Project Owner by completing the payment to the Company.

The Support Fund to the Project shall be paid by the Company to the Project Owner after deduction of the Project support sales commission and bank transfer charge according to the preceding Article (hereinafter referred to as the “Disbursement”). The date of Disbursement shall be the last business day of the next month after the month which contains the date when the Project Period for the concluded Project ends.

Article 10 (Cooperation with Partner Media)

1. The Company may cooperate with the Partner Media by means of display at Partner’s location, mutual link or in any other methods.
2. A Member who comes to know the Service via the Partner Media shall acknowledge that the Partner Media and the Service are different services, and shall be registered as the Member after having agreed to the Terms of Use, etc. for the Service which are different from those for the Partner Media.
3. A Member who comes to know the Partner Media via the Service shall acknowledge that the Partner Media and the Service are different services and shall make use of the Partner Media in the way prescribed by the Partner Media after having agreed to the terms of use for the Partner Media which are different from those for the Service.
4. The Company shall not assume any liability to Members prescribed in paragraphs 2 and 3 of this Article for the information provided by the Partner Media and use of the Partner Media.
5. The Partner shall assume liability to troubles which take place at the Partner’s location, and the Company shall not assume any liability for that.

Article 11 (Handling of the Registered Information, Personal Information, etc.)

1. The Company may make use of the Registered Information for the purposes of item 1 - 6 or in the cases of item 7 - 9 prescribed below.
 - (1) To provide the Service including support to a Project, solicitation of support, dispatch of deliverables, identification, etc.
 - (2) Advertisement or publicity of the Company and a Project or a third party (including sending direct mails and e-mails)
 - (3) Questionnaire and analysis for quality control of the Service
 - (4) After-sales care and response to inquiries for the Service
 - (5) Collection of bill (including without limitation credit card, etc.)
 - (6) Execution of the Company's rights regarding the Service
 - (7) Disclosure to the successor to the business in the case of business succession due to a merger, business transfer or any other reasons
 - (8) Disclosure or use permitted by the Personal Information Protection Act or any other laws
 - (9) Disclosure or use with the consent of the Member
2. The Company shall not disclose the Registered Information to any third party (including the Project Owner) other than the same Member, and shall not make use of the same beyond the extent necessary to provide the Service, except the case prescribed in each item of the preceding paragraph.
3. The Company shall handle the Registered Information and the Personal Information according to the Privacy Policy.
4. The Member hereby agrees that the Company may make use of the Registered Information and the Personal Information in the way prescribed in this Article.
5. A Member may request its Personal Information registered for the Service to be disclosed, deleted, corrected and suspended from use and the Company shall promptly respond to the request only if it can confirm that the request was made by the same Member. The contact of the Company with this matter regarding the Service shall be as follows.

6. The Project Owner shall manage the Supporter's information under its own responsibility and at its own expense, and shall observe the Personal Information Protection Act. The Project Owner shall assume liability for damage from leakage, erroneous use, third party's use, unauthorized access, etc. of or to the Certified Information due to its insufficient control and the Company shall not assume any liability for that.
7. In case the Project Owner entrusts utilization of the Registered Information to a third party for the purposes prescribed in item 2 – 5 of the paragraph 1, the Project Owner may release the Registered Information and Personal Information to the extent necessary to the third party. The Project Owner shall impose the same obligation regarding the entrusted operation as the Project Owner assumes under this contract.

Article 12 (Handling of Cookie Information)

The Company shall make use of the cookie information for the purposes stated below.

- (1) Provision of a smooth login environment
- (2) Display of contents and advertisements which the Company considers to be useful to Members
- (3) Trend analysis of Members, and planning and provision of better services

Article 13 (Intellectual Property Rights, etc.)

1. Any and all rights (including without limitation proprietary right, intellectual property rights, portrait right and publicity right) to the materials composing the Service (i.e. texts, photos, images, voices, etc.

and these being hereinafter collectively referred to as the “Content Materials”) shall belong to the Company or the third party owner of such rights (including without limitation the Project Owner), provided that it is hereby agreed that the information about the Project posted by the Project Owner (including without limitation texts, illustrations, photos, etc.) may be used by the Company at its discretion for the purpose of advertising, publicizing and featuring the Service.

2. A Member shall not obtain any right for Content Materials and shall not be engaged in any act that infringes any right to Content Materials, including without limitation proprietary right, all intellectual property rights (including copyright), portrait right and publicity right, without permission of a right owner.
3. The Service itself and the rights (including without limitation proprietary right including programs and know-how of the Service except Content Materials, intellectual property rights, portrait right and publicity right) regarding all the confidential information obtained by making use of the Service shall belong to the Company, and a Member or third party shall not make use of the Service itself and those rights without the Company’s permission in writing.
4. If any problem takes place due to a violation of the provisions of this Article, the Member shall settle such problem under its own responsibility and at its own expense, and shall not trouble or damage the Company. Should any damage be incurred by the Company due to such problem, the Member shall compensate for such damage to the Company.

Article 14 (Prohibitions and Withdrawal)

1. In making use of the Service, the Member shall not be engaged in any of the acts stated below or any act which may cause any of the situations stated below.

- (1) Posting any expression prohibited in the guideline for the Project Owner or any description of the Project (including posting of images and texts in an activity report)
 - (2) Act to infringe the legitimate right of the Company or a third party, including without limitation proprietary right, all intellectual property rights (including copyright), portrait right and publicity right
 - (3) Act to disadvantage or damage other Members, the Company or a third party
 - (4) Act against the public order and good moral
 - (5) Act against the laws, ordinances and the Terms of Use
 - (6) Act intended for commercial gain regarding the Service which is not approved by the Company
 - (7) Act to prevent the operation of the Service
 - (8) Act to make use of the Service for a commercial purpose outside the scope of the Service
 - (9) Act to discredit or disrepute the Service
 - (10) Act to register false information
 - (11) Act to make use of the Service illegally
 - (12) Any other act considered by the Company to be inappropriate
2. In making use of the Service, a Member shall not post or send a message containing any of the following items or containing an expression or description to which any of the following items may apply. If the Company considers that the Member posted or sent the contents to which any of the following items of this paragraph applies, the Company may immediately stop the use of the Service, delete the contents posted or take any other measures.
- (1) Personal Information with no approval of the person (except the information publicly known about a notability)
 - (2) A pornographic image, motion picture or any other contents related to a pornographic website (including without limitation illustrations and pictures, etc.)
 - (3) Contents which defame, slander or insult others, or which dishonor or discredit others

- (4) Expressions or contents which infringe or may infringe the laws, or which are or may be interpreted to be inappropriate according to the social norm
 - (5) Other expressions or contents considered by the Company to be inappropriate
3. Notwithstanding the provisions of paragraph 1 and 2 of this Article, a Member may withdraw voluntarily if it wishes to do so by taking the procedures prescribed by the Company.

Article 15 (Discontinuation of the Service)

The Company may suspend the Service in whole or in part as a result of any of the reasons stated below, and shall not assume any liability for any damage which may be incurred by the Member or third party arising out of such reason.

- (1) Regular or emergent maintenance or inspection of the computer system intended to provide the Service
- (2) Inability to operate the Service due to a fire, electric failure, act of the God or any other emergency
- (3) Inability to operate the Service due to a war, civil commotion, riot, disturbance, labor dispute, etc.
- (4) Inability to provide the Service due to a failure of the computer system, unauthorized access by a third party, or infection by computer virus or other similar reasons
- (5) Inability to provide the Service due to the measures taken according to the laws and ordinances
- (6) Other cases where the Company considers it unavoidable to suspend the Service
- (7) In the case of suspension of the Service operation according to the preceding paragraph, the Company shall notify the Members and third party of that effect in advance by e-mail, on the Service site or by any other means, except for emergencies.

Article 16 (Change and Abolition of the Service)

1. The Company may change, add or delete the contents, functions, usage fee, etc. of the Service, and the Members shall agree to that in advance.
2. The Company may abolish the Service at any time at its own discretion.
3. To change or abolish any contents, functions, usage fee, etc. of the Service or to abolish the Service, the Company shall exert efforts to notify the Members of that effect in advance by e-mail, on the Service site or by any other means.

Article 17 (Disclaimer)

1. The Company shall not guarantee the legality, morality, license of rights, accuracy, suitability and usability for a Member's intention or use, about the information (including without limitation all the information, contents, materials, products, and advertisements posted or linked to Cable CF) provided regarding the Service, and the Company shall not guarantee any act of the Member making use of the information or the effectiveness, satisfaction and profitability of outcome obtained from the act. Also, the Company shall not assume any liability for all contracts including a sales agreement between the Project Owner and the Supporter.
2. The Company shall not assume any obligation to compensate for any damage arising out of late delivery or non-delivery of e-mail due to a failure of the computer system to provide the Service, an erroneous indication on the Service page (including an erroneous indication of price and quantity, etc.) or any other reasons, and shall not assume any obligation to fulfill the sales agreement according to the erroneous indication.
3. The Company shall not assume any obligation to compensate for damage arising out of the environment, etc. of the computer, connection,

- software, etc. used by the Member. The Company may notify the Member about such environment, etc. in the way prescribed separately.
4. Regarding the Internet connection of the Members, the Company partially restricts the access from overseas. Please make sure that you can connect to the Internet before use. Also, should the use of the Service site be prevented due to an overseas trip of one Member which makes the Service site inaccessible, or non-conclusion of sales or any other trouble occur between the Members during the transactions regarding the Service, the Company shall not assume any liability for that.
 5. The Company shall not assume obligation to compensate for damage arising out of the suspension or discontinuation of the Service or the change in contents of the Service, provided that, if the Service falls under the “Consumer Agreement” prescribed in the Consumer Contract Act, etc. and the damage incurred by a user arises out of a default or misconduct of the Company, the Company shall assume liability to compensate to the extent of ordinary damage directly incurred by the user.
 6. The Company shall not assume any obligation to compensate for damage of the computer, connection, software, etc. arising out of the download and the infection by computer virus, etc. from the Service, the Partner Media, the Service site of a third party including an advertiser.
 7. The Company shall not assume any liability for a transaction made between a third party and a Member via the Service, and all transactions shall be made under the responsibilities of such third party and the Member.
 8. The Company shall not assume any liability for a delay, change, suspension, discontinuation or abolition of the Service, for a loss of information, etc. provided via the Service or for any other damage arising in relation to the Service.
 9. The Company shall not assume any liability for any trouble which may occur between a Member and third party (i.e. suggestion of an illegal act or act against the public order and good moral, defamation, insult, infringement of privacy, threat, defame and slander, harassment, etc.) regarding the Service provided by the Company.

10. The paragraphs of this Article shall not apply to any damage arising out of a willful act or gross negligence of the Company.

Article 18 (Revision of the Terms of Use)

1. The Company may revise the Terms of Use at any time.
2. When the Company intends to revise the Terms of Use, it shall notify the Members as needed via the Service site “www.cablecf.com” regarding the Service. The Terms of Use posted on “www.cablecf.com” shall be the current effective Terms of Use of the Service. Be sure to confirm the same before making use of the Service.
3. If the Member does not withdraw or makes use of the Service within the period designated by the Company (or, if not designated, one week) from the date when the revised Terms of Use are notified according to the preceding paragraph, such Member shall be considered to have agreed to the revised Terms of Use, which shall come into effect between such Member and the Company.
4. The Member shall not assert that it has not acknowledged nor approved the revised Terms of Use when and after the same came into effect according to the preceding paragraph.

Article 19 (Consultation; Jurisdiction)

1. Any doubtful matter or trouble which may occur between a Member, the Company and a third party regarding the Service shall be consulted in good faith each time for settlement.
2. Any doubtful matter or trouble which is not settled after consultation prescribed in the preceding paragraph shall be subject to the exclusive agreement jurisdiction of the Tokyo Summary Court or the Tokyo District Court as court for the first instance.

Article 20 (Governing Law)

The Terms of Use shall be interpreted according to the laws of Japan. The translations other than Japanese are made for reference purpose only, and those translations are not legally enforceable and shall not bind the parties.