

Schedule 3

Community Participation Rules

Objective

The purpose of this schedule is to set out the conditions of the Customer's participation in the Community.

If this schedule contains provisions that differ from the provisions of the Service Usage Agreement, the provisions of this schedule shall prevail.

1. Self-responsibility

1. The Customer acknowledges that it uses the community to freely exchange and transmit information at its own risk and Fujitsu excludes all liability for any losses or damage (including, without limitation, any direct, indirect, special or consequential loss) arising out of or in connection with the Community.

2. Intellectual Property associated with the Community

1. Intellectual Property in the text, data, images, sound, software and other assets in the Community provided by Fujitsu (hereafter "Fujitsu-Provided Content") shall be held by Fujitsu, its subsidiaries and affiliates, or third parties.
2. The Customer's use of Fujitsu-Provided Content without written permission (including duplication, reuse and sale) is strictly prohibited, regardless of whether such use is for-profit or not-for-profit and regardless of whether such use is restricted to an Intranet.
3. The Customer acknowledges and agrees that if it is granted permission to use any software which form part of the Fujitsu-Provided Content, such use shall be in accordance with the terms of the license agreements for each software program.
4. The Customer acknowledges that the rights to the trade names, trademarks, emblems, and logos used in the Community shall be held by Fujitsu, its subsidiaries and affiliates, or other third parties, and these cannot be used without the consent of the rights holder.
5. If the Customer creates any content on the Community, including, but not limited to text, data, software (hereafter "Posts"), the Customer shall assign Fujitsu the Intellectual Property rights in such Post immediately upon creation.
6. The Customer acknowledges that Fujitsu may perform the following actions in connection with operation of the Service:
 - (1) Creating posts, requesting the creation of Posts, using, copying, duplicating, and modifying Posts, and creating secondary works derived from Posts;
 - (2) Demonstrating, publishing, exhibiting, incorporating, broadcasting, forwarding, distributing (both direct distribution and indirect distribution via multiple stages), licensing, selling, renting, leasing or lending Posts (or secondary works derived from posts); and
 - (3) Reauthorising these rights to third parties, including the right for such third parties to reauthorise these rights to other third parties.
7. The Customer warrants that it has all of the Intellectual Property rights required to authorise other participants in the Community to use its Posts safely and freely, or that such rights are ensured by some other means.

3. Prohibitions

1. Without limiting the prohibitions contained in clause 13 of the Agreement, the Customer is prohibited from performing the following actions in relational to the Community:
 - (1) Using the Community for sales activities or commercial purposes, or making posts for the purpose of preparation for such activities;
 - (2) Making Posts where the content or intention is not clear to others;
 - (3) Making Posts for the purpose of pushing a particular opinion or provoking an excessive reaction from others;
 - (4) Making Posts that include expressions that criticize others or demand explanations from others;
 - (5) Making replies that consist of only one word or only a URL, or that are clearly not a response to the topic;
 - (6) Making multiple Posts with the same content (multi-posts); and
 - (7) Making Posts that invite personal exchanges.
2. The Customer acknowledges and agrees that if the Customer's breaches any of the prohibitions in this schedule, Fujitsu may delete or hiding all or part of the information that a Customer sends or displays, without prior notice to the Customer.

4. Self-responsibility

1. The Customer is solely responsible for the information (content) that a Customer provides or transmits using the Community.
2. The Customer acknowledges and agrees that Fujitsu makes no guarantees whatsoever regarding converting such content, nor shall Fujitsu be liable for the integrity, completeness or accuracy of such content.

5. Constraints on Using the Community

1. The Customer acknowledges and agrees that if there is an increase in the number of accesses or the volume of data transmission in the Community, Fujitsu may temporarily stop providing the Community without notice to the Customer.

6. Scope of Responsibility for the Service

1. The Customer acknowledges and agrees that:
 - (1) Fujitsu is not obliged to monitor to the Posts made in the Community.
 - (2) Fujitsu may take measures such as erasing Posts or stopping the use of the Community, and may establish an administrator (hereafter Community Administrator”) for such purposes.
 - (3) The Community Administrator is not authorised to speak for the views of Fujitsu, and the views of the Community Administrator shall not necessarily reflect the views of Fujitsu.
 - (4) Fujitsu staff that participate in the Community (hereafter “Fujitsu Staff”) are not authorised to speak for the views of Fujitsu, and the views of the Fujitsu Staff shall not necessarily reflect the views of Fujitsu.

7. Termination of Participation

1. The Customer acknowledges that Fujitsu may erase the Customer’s Posts without prior notice if the Customer’s use of the Service ends for any reason.