

‘Online Studio’ Terms of Service

Social Good Photography, Inc. (herein referred to as SGP) sets forth the following terms for clients of the ‘Online Studio’ in this document, which shall be referred to as the “‘Online Studio’ Terms of Service” (herein referred to as ‘this agreement’.)

Clause 1 (Definition)

This document defines the meaning of the following terminology as specified below.

【Service Related】	
Basic Service	Refers to services that are offered to all users of ‘Online Studio services’. (services that are provided regardless of the purchase of any optional services).
Optional Services	Refers to any services provided by SGP, incidental to the ‘Online Studio’. Furthermore, optional services are also included in ‘Online Studio services’.
Online Studio services	The generic term for both basic services as well as optional services.
【User Related】	
Registrant	Refers to the person wishing to use this service, and is the person with whom this agreement will be contracted with. Furthermore, following the establishment of this contract, said person will be referred to as the ‘Representative User’.
Representative User	Refers to the person agreeing to this agreement, and is the person who is using this service to consign to an SGP photo shoot.
User(s)	Refers to the following. ① Anyone being photographed using Online Studio services. ② The Representative User.
【Photo Shoot / Data Related】	
Photo Shoot Location	Refers to the location of the User and/or other subjects at the time of the shoot or the assumed location of said photo shoot.
Photography Device	Refers to the User’s device (smartphone, tablet, computer, camera, etc.) that will be used to take photos at the photo shoot.
Setting	Refers to the setting which will be photographed using equipment fixed to a location indicated by the photographer. Each time the photography equipment is fixed to a location, it is treated as one setting.
Photographer	Refers to the photographer who will provide photography services as part of the Online Studio services.
NG Photos	Refers to photographs taken by the photographer that are deemed by SGP to be inappropriate for delivery of data for reasons such as; the photo is blurry, someone is blinking, etc.

Private Use	Refers to usage of photographs for personal, domestic or other similarly limited purposes.
Commercial Use	Refers to usage of photographs beyond the scope of private use. The use of the data as a profile image on a social networking service's corporate/business account (or any similar use) is considered to be commercial use.
【Other Terminology】	
Business Day	Refers to weekdays, excluding Saturdays, Sundays and holidays.
This Agreement	Refers to the contract between SGP and the Representative User for the use of Online Studio services.
Parties to this Agreement	The generic term for the Representative User and SGP.
Cost of Online Studio services	Refers to incurring costs of the Online Studio services, including both the base price as well as any fees that incur with the addition of optional services.
This Website	The generic term for the website detailing Online Studio services as well as SGP's corporate website.
Anti-Social Forces	Refers to gangs, gang members, people associated with gangs, gang-related companies, a corporate racketeer (sokaiya), groups engaging in criminal activities under the pretext of conducting social campaigns, groups engaging in criminal activities under the pretext of conducting political activities, crime groups specializing in intellectual crimes, etc., or any other person equivalent thereto. Also refers to those with violent demands, unreasonable demands beyond legal responsibility, compulsive behavior or acts of violence in connection with transactions, spreading of rumors and false plans with the objective of deceiving a third party, as well as groups or individuals who use violence, force or fraudulent methods to seek economic benefits or other similar acts to damage the credibility of a third party or interfere with the business of a third party by using violence, force or anything equivalent thereto.

Clause 2 (Application)

1. The purpose of this Agreement is to set forth the rights and obligations between SGP and Users regarding the use of Online Studio services.
2. The rules, guidelines and other matters relating to the use of Online Studio services that SGP indicates on this site constitute a part of this agreement.
3. In the event of a conflict or contradiction between the contents of this agreement and the rules set forth in the preceding section, the contents of this agreement shall take precedence.

Clause 3 (Overview of Online Studio Services)

1. Online Studio services refer to services that allow the photographer to take pictures remotely using the user's smartphone, tablet, computer, camera, etc.
2. The basic services are outlined below.

- (1) The user's smartphone, tablet or computer is the device that will be used to take photos.
 - (2) The photo shoot will be conducted in one setting.
 - (3) The user will receive data of three shots.
 - (4) Basic corrections of the photos, such as color adjustment, will be made prior to delivery of data.
 - (5) The copyright and other intellectual property rights of the photo data belong to SGP, and the delivered photo data may only be used by the User for private purposes.
3. The overview of the 'Online Studio' optional services is outlined below.

Additional Setting Option	Refers to the optional service that increases additional settings to the photo shoot.
Business Social Media Option	Refers to the option that allows the User to use photos as a profile picture on a social networking service for a business/corporate account (including similar use) in addition to private use.
Transfer of Rights Option	This is an optional service that transfers all copyrights (including the rights under Articles 27 and 28 of the Copyright Act) and any other intellectual property rights of the delivered photographic data to the Representative User.
Additional Photo Option	This is an optional service that allows for the addition to the number of photos to be delivered as data.
All Photo Data Option	This is an optional service that includes all photo data with the exception of NG photos.
Use Your Own Camera Option	This is an optional service allowing the User to be photographed using their own SLR, mirrorless, or other camera as the shooting device.
Rush Order Option	This is an optional service that reduces the turnaround time of the delivery of the contact sheets and delivery of photo data.
Retouch Option	This is an optional service in which the parties to this agreement will separately agree on revisions to be made to the photo data to be delivered.
Photo Prints Option	This is an optional service that provides the User with printed photos.

Clause 4 (Signing up for Online Studio Services)

1. Registrants are required to accept the contents of this agreement (including the attached document 'Points of Attention Regarding Online Photo Shoots'). The registrant shall apply for the use of Online Studio services by sending the required information from SGP's Site or by any other method prescribed by SGP.
2. SGP reserves the right to deny a request for use of Online Studio services without notice to the registrant if SGP determines that any of the following are applicable.

- (1) If there is a factor that may hinder SGP's services or prevent SGP from providing services above a certain standard.
 - (2) In cases where SGP requests information from the registrant in accordance with the following paragraph but the applicant does not provide an appropriate response after a reasonable period of time.
 - (3) If there are any omissions or deficiencies in the application for use of Online Studio services.
 - (4) If there is a risk that use of Online Studio services may be based on inappropriate or improper purposes or for plagiarism of expertise.
 - (5) If there is a risk that upon agreement of this contract, a breach of the agreed terms will be committed.
 - (6) If there is a risk that the user may be categorized as a member of antisocial forces.
 - (7) If the user has violated or is likely to violate laws, public order and morals, or compliance.
 - (8) If SGP deems it inappropriate to permit the use of Online Studio services.
3. SGP may request the registrant to provide information regarding the photo shoot site and the registrant shall respond to the request without delay.
 4. In the event that SGP approves the use of Online Studio services, the registrant will be notified in the manner prescribed by SGP. Upon such notification, the agreement between the Representative User and SGP shall be deemed effective. In the event that SGP does not permit the use of all or part of the optional services, this agreement shall be treated in accordance with clause 3, specified below.
 5. In the event that this contract is agreed upon, all users, including the Representative User, shall be bound by the terms and conditions of this agreement, and the Representative User shall explain the terms and conditions of this agreement to all other SGP users and obtain their approval of the terms and conditions.

Clause 5 (Optional Services)

1. If the registrant or the Representative User wishes to use the optional services, they may apply by the deadline set forth in the Attached Document 'Options and Fees' by sending the necessary information by the methods specified by SGP.
2. SGP reserves the right to disallow the use of all or part of the optional services at its discretion. If SGP does not permit the use of optional services, SGP is not obliged to notify the registrant or Representative User of the reason for such disallowance.
3. If the application for optional services is made in conjunction with the use of Online Studio services and SGP does not approve the use of all or part of the optional services for which the application was made, SGP shall notify the registrant of this. In such case, if the registrant complies with SGP's ruling to move ahead without the use of some or all optional services, the registrant shall agree to this by the methods specified by SGP, deeming this agreement valid.

Clause 6 (Method of Communication)

1. SGP will communicate with the Representative User regarding the use of Online Studio services, unless otherwise authorized by SGP.
2. SGP will only communicate with the Representative User or other Users in the manner prescribed by SGP.

Clause 7 (Preparation)

1. The parties to this agreement shall discuss and decide upon a date and time as

well as other matters necessary for the implementation of the photo shoot.

2. In the event that SGP requests a meeting with the Representative User to prepare for the photo shoot, the Representative User shall cooperate with the meeting to the best of his/her ability. SGP shall not be obliged to respond to any requests from the Representative User for a meeting.

Clause 8 (Cancelations and Postponements)

1. If the User wishes to cancel or postpone the photo shoot, the User shall notify SGP in the manner prescribed by SGP, with the understanding that a fee will be charged in accordance with the following section.
2. If the Representative User wishes to postpone the photo shoot, the parties to this agreement shall consult with one another to determine a new date and time for the shoot.
3. In the event of a cancelation due to the convenience of the User, a cancelation fee will be charged as set forth in the Attached Document 'Options and Fees' according to the cancelation notification date, and in the event of a postponement due to the convenience of the User, a postponement fee will be charged as set forth in the Attached Document 'Options and Fees' according to postponement notification date.

Clause 9 (Implementation of the Photo Shoot)

1. The Photographer will take photos of one setting, at the time agreed upon by the parties to this agreement. (However, if the additional settings option is applicable, the number of settings will be determined based upon this option.) The approximate shoot duration time is 30 minutes (maximum 1 hour) per setting.
2. The photographer will conduct the photo shoots remotely using the user's own photography equipment.
3. Prior to the shoot, the User shall undergo the necessary preparations (including the matters specified below) to ensure that the photo shoot can begin at the time agreed upon.
 - (1) The User must ensure that the photography equipment is available for the duration of the photo shoot.
 - (2) The User must prepare any necessary equipment that will be used to secure the photography device at the location where it is to be fixed (including the provision of a tripod, tape, etc.).
 - (3) The User must ensure that the photo shoot site (including the User's attire etc.), is in suitable condition for a photo shoot.
 - (4) The User is responsible for gathering all other Users who will be a part of the photo shoot at the photo shoot location.
4. The User shall cooperate with the photographer's instructions (including those set forth below) and provide the necessary cooperation to ensure that the shoot is completed within the time frame separately agreed upon by the parties to this agreement. The User shall be responsible for their own responses to the photographer's instructions. SGP shall not be liable for any damage to the photography equipment caused by a fall, etc. nor for any injuries of people being photographed, caused by or in connection to the photographer's instructions.
 - (1) Confirmation of the state of the photo shoot location
 - (2) Fixing photography equipment to the appropriate location, adjusting the angle of the photography equipment, adjusting the settings of the photography device.

- (3) Posing the subjects of the photo shoot
5. If for any reason the User is unable to start filming within 30 minutes of the start time, it will be treated as a cancellation on the day of, and a cancellation fee will be charged in accordance with the provisions of paragraph 3 of the previous article.

Clause 10 (Retaking Photos)

1. SGP may make a request to the Representative User for a reshoot on the day of, or in the days following the shoot if deemed necessary, as a result of insufficient lighting at the photo shoot location or if there is concern over the quality of the photos.
2. In the event that the Representative User receives a request from SGP for a reshoot, the Representative User shall accept the request and shall discuss a new date and time for a shoot and any other necessary matters.
3. Except in cases where the 'Rush Order' Option service fees become non-applicable as a result of the reshoot, service fees shall not change if SGP proposes a reshoot for any reason.
4. If the Representative User does not accept SGP's reshoot request (including failure to accept within ten days of SGP's request), the service fees shall still apply, and the Representative User shall pay the fee in accordance with SGP's invoice.
5. SGP is under no obligation to respond to any request by the Representative User for a reshoot.

Clause 11 (Selection of Photo Data to be Delivered)

1. SGP will prepare a contact sheet with all of the data (excluding NG photos) from the photo shoot no later than three business days from the shoot (or by the next business day if the 'Rush Order' Option is applicable.) The photos on the contact sheet will be edited as deemed necessary and overlaid with the word 'Sample'. Once SGP has created a contact sheet, it will be sent to the Representative User in a manner prescribed by SGP. SGP may omit the creation of the contact sheet if the 'All Photo Data' Option is applicable.
2. Within ten days of receiving the contact sheet (herein referred to as the 'selection period,') the Representative User shall choose and notify SGP of the predetermined number of shots (three shots per setting) from the contact sheet that it wishes to receive the data of. However, if the 'Additional Photo' Option is applicable, the number of shots shall be determined in accordance to the use of this service), and the user shall notify SGP of its selection in a manner prescribed by SGP.
3. Notwithstanding the provisions of the preceding paragraph, if the Representative User fails to select and notify SGP of the predetermined number of shots during the selection period, SGP shall select the predetermined number of shots and notify the Representative User.
4. If notification in the matter specified in the previous two paragraphs is conducted, SGP shall determine which photo data is to be delivered to the Representative User in accordance with the notification. However, notwithstanding the provisions of this section, if the 'All Photo Data' Option is applicable, all data from the shoot, except for NG photos, will be delivered.

Clause 12 (Payment of Online Studio Services)

If the data to be delivered is determined in accordance with the provisions of the preceding article, SGP shall notify the Representative User of the incurring fees, the payment deadline, the method of payment, and other matters by issuing an invoice

or by other means. The Representative User shall pay the specified amount in accordance to the manners specified by SGP.

Clause 13 (Delivery of Data)

SGP shall edit (including color adjustment and other basic corrections) and deliver the selected photo data to the Representative User in the manner prescribed by SGP within three business days of the date of payment of the service fee (or by the next business day from the date of payment, if the 'Rush Order' Option is applicable), and deliver the data to the Representative User in the manner prescribed by SGP.)

Clause 14 (Usage of Data)

1. The copyright and other intellectual property rights of the data of photos taken as part of Online Studio services shall belong to SGP. However, in the event that the 'Transfer of Rights' Option is applicable, the copyright (including the rights under Articles 27 and 28 of the Copyright Act) and other intellectual property rights of the photo data shall be transferred to the Representative User at the time of delivery of the photo data.
2. SGP permits the personal use of the delivered photo data. (In cases where the 'Business Social Media' Option is applicable, SGP permits the use of delivered photo data on social networking services (or equivalent use) operated by the Users in connection with a business.)

Clause 15 (Publication, etc. of SGP's Photo Data by SGP)

1. SGP may post or otherwise use the data taken by SGP photographers on this site with the consent of the Representative User.
2. In the event that the Representative User grants permissions in accordance with the preceding paragraph, the Representative User shall explain to all Users who are portrayed in the photo data on the use of said photo data by SGP and shall obtain permission from all subjects.
3. SGP shall not be liable for any damages to the User or any other third party who is the subject of photos taken by SGP photographers as a result of SGP using photo data with the consent of the Representative User.

Clause 16 (Prohibited Activity)

1. With respect to the use of Online Studio services, Users shall not engage in any of the following acts, or any act that may lead to such acts.
 - (1) Creating audio recordings, video recordings, screen recordings or other visual recordings (including screenshots) without prior approval from SGP.
 - (2) Requests to take photos of excessively violent expressions, sexually explicit expressions, expressions that lead to discrimination based on race, nationality, creed, gender, social status, familial status, etc., expressions that induce or encourage suicide, self-injury, or drug abuse, and other expressions that contain antisocial content (including expressions that may fall under these categories).
 - (3) Violence, threats, offensive language, or unreasonable demands towards SGP or SGP photographers.
 - (4) Violation of this agreement.
 - (5) Acts that violate or may violate laws, public order, morals, and/or compliance.
 - (6) Use of Online Studio services for inappropriate or improper purposes,

- including theft of expertise and/or skills.
- (7) Infringement of SGP's or a third party's intellectual property rights, such as copyrights, trademarks, patents, honor and credibility, privacy rights and other legal or contractual rights.
 - (8) Harassment or defamation of SGP or a third party.
 - (9) Any action that interferes with the smooth operation of Online Studio services.
 - (10) Any other conduct that SGP deems inappropriate for use of Online Studio services (including, but not limited to, religious activities, solicitation for religious groups, political activities and sexual activities, or any other activity SGP may deem inappropriate for use of Online Studio services.)
2. SGP may take necessary measures such as termination of this agreement, compensation for damages, injunctions against prohibited activities, and other measures if SGP determines that any of the acts set forth in the preceding paragraph have occurred or are likely to occur, and SGP shall not be liable for any damages to users or other third parties as a result.

Clause 17 (Non-Disclosure)

1. SGP and the User (herein referred to in this section as the 'disclosed party') are only permitted to use information related to any and all business or other matters in connection with the Online Studio services (herein referred to as 'confidential information') retained from the other party (refers to SGP for the User, and the User for SGP, herein referred to as the 'disclosing party') within the purview of Online Studio services. Confidential information shall not be disclosed or leaked to third parties (excluding lawyers, tax accountants, accountants and other professional advisors who are obliged to maintain confidentiality under laws and regulations) without the prior written or electronic consent of the disclosing party.
2. Notwithstanding the provisions of the preceding paragraph, information that falls under any of the following categories shall not be considered "confidential information."
 - (1) Information already known to the public at the time of disclosure.
 - (2) Information already in the possession of the recipient at the time the recipient receives the disclosed information.
 - (3) Information obtained by the recipient from a third party without any obligation of confidentiality, after the recipient has received the disclosure of information.
 - (4) Information that has become public knowledge (without a breach of this agreement or any individual agreements) after it has been disclosed to the recipient.
 - (5) Information developed independently by the recipient, not based on information provided by the disclosing party.
3. Notwithstanding the provision of paragraph 1, if the disclosed party is required to disclose information by laws and regulations, etc., the party may disclose confidential information to the appropriate location or party as required by law to the minimum extent necessary. In this case, the disclosed party must notify in advance (or promptly afterwards if advanced notification is difficult) the fact of the disclosure and the content of the confidential information which will be disclosed.
4. The duty of confidentiality set forth in Paragraph 1 shall remain in effect until the expiration of three years from the date of termination of this agreement.

Clause 18 (Handling of Personal Information)

SGP handles personal information obtained in connection with Online Studio services in accordance with the Act on the Protection of Personal Information, other laws and regulations, and SGP's separately established [Privacy Policy](#).

Clause 19 (Prohibition of Transfer of Rights)

Users may not assign, transfer or encumber their position, rights, or obligations under this agreement, in whole or in part, to any third party without the prior written consent of SGP.

1. SGP may not assign, transfer or offer as collateral, in whole or in part, its position, rights or obligations under this agreement to any third party without the prior written consent of the Representative User. However, in the event that SGP transfers its business to a third party, SGP may transfer its position, rights or obligations under this agreement as well as Users' personal information to the recipient of such business transfer, and it shall be deemed that the Users have agreed in advance to such transfer. The transfer of business as set forth herein shall include all cases involving a corporate split or other comprehensive transfer of business.

Clause 20 (Termination of Contract)

1. The parties to this agreement may immediately terminate this agreement, in whole or in part, without any notice, if any of the following events occur to any of the parties.
 - (1) In the event of a material breach of this agreement or gross misconduct against a party to this agreement.
 - (2) In the event of a breach of any provision of this agreement and failure to remedy such breach within a reasonable period of time despite having received written notice from the other party specifying said time period.
 - (3) When all or part of the business is suspended or temporarily discontinued.
 - (4) When a petition for initiation of bankruptcy proceedings, a petition for commencement of civil rehabilitation proceedings, or any other similar insolvency proceedings is filed.
 - (5) In the event of a material change in assets, credit or business that makes it difficult to perform the obligations under this agreement.
 - (6) In the event of any other event similar to the preceding items.
2. Termination of this agreement in accordance with this article shall not preclude a claim of damages against the other party.

Clause 21 (Exemption from Liability)

1. SGP shall maintain the photography equipment to ensure it is available during the duration of all photo shoots.
2. SGP shall not be liable for compensation of any damage caused by or in connection with Online Studio services, except in cases of intentional or gross negligence that lead to damages to the Users.
3. In the event that SGP causes damages to the User, either intentionally or through gross negligence, SGP shall be liable only for direct and ordinary damage caused by SGP's intentional or grossly negligent conduct. SGP shall not be liable for special damages, indirect damages, or lost profits to the User. SGP's liability to the User shall be limited to the total amount of the service fees actually paid by the User.

Clause 22 (Reassignment, etc. of Position under this Agreement)

Users may not assign or encumber their position, rights, or obligations in this agreement to any third party without the prior written consent from SGP.

Clause 23 (Exclusion of Anti-Social Forces)

1. SGP and the User shall declare to the other party (SGP for the User, and the User for SGP. The same shall apply for the rest of this section) that they are not currently a gang or gang member, and that they have not been a gang member, an associate gang member, a company affiliated with a gang, a corporate racketeer, or a group engaging in criminal activities under the pretext of conducting social campaigns, or any other person equivalent thereto in the past five years. SGP and the User shall also assure to the other party that they shall not fall under any of the above categories in the future, as well as declare that they do not fall into any of the categories listed below.
 - (1) Any situation in which the management of an individual/company/organization is deemed to be controlled by a gang member, etc.
 - (2) Any situation in which it is deemed that a gang member, etc. is substantially involved in the management of an individual/company/organization.
 - (3) Having a relationship with a gang member, etc. in which it is deemed that the person is using a gang member, etc. unjustly, such as for the purpose of gaining unfair profits for himself/herself, his/her company or a third party, or for the purpose of causing damage to a third party.
 - (4) Any situation in which a gang member, etc. is deemed to be involved, for example, in providing funds or other beneficial relations.
 - (5) Any situation in which an officer or person substantially involved in the management of an individual/company/organization has a socially reprehensible relationship with a gang member, etc.
2. SGP and all Users shall not commit any of the following acts directed toward the other party, directly or through a third party.
 - (1) Violent and demanding behavior.
 - (2) Unreasonable demands beyond legal reason.
 - (3) Use of threatening words or acts of violence in connection with a transaction.
 - (4) Acts such as spreading rumors, using deception or force to damage the reputation of SGP or interfere with its business.
 - (5) Any other acts similar to those in the preceding paragraphs.
3. If SGP determines that the other party is a gang member or falls under any of the items of paragraph 1, or that the other party has committed an act that falls under any of the items of the preceding paragraph, or that the other party has made a false declaration with respect to a representation or promise made under paragraph 1, the parties to this agreement may cancel this agreement without any notice to the other party.
4. The other party shall not be liable for any damages caused by the termination of this agreement in accordance with the preceding paragraph.

Clause 24 (Governing Law and Jurisdiction)

1. This agreement shall be governed by and construed in accordance with the laws of Japan.
2. In the event of a dispute involving this agreement, the Tokyo District Court is to be the court of exclusive jurisdiction in the first instance.

End of Document

Attached Document 'Points of Attention Regarding Online Photo Shoots'

- Online Studio services shall be rendered by a photographer who will take photos remotely using the User's own photography equipment (smartphone, tablet, computer, camera, etc.).
- In order to use Online Studio services, Users must provide their own photography equipment.
- When using a smartphone, tablet or computer as a photography device, the User may be required to download an application specified by SGP.
- Use of the 'Use Your Own Camera' Option (using an SLR camera, mirrorless camera, or other camera as the photography device) may be denied depending on the functions of the camera.
- Remote shooting is conducted using the internet, and a minimum internet speed of approximately 30mbps is required at the photo shoot location. Please check the internet speed at the photo shoot location before applying for Online Studio services.

【Basic Service】

¥10,000 (JPY) (+tax)

【Optional Services】

Name of Optional Service	Price (+tax)	Booking deadline ¹
Additional Setting Option	¥5,000 per additional setting	By the end of the photo shoot
Business Social Media Option	¥5,000	No deadline
Transfer of Rights Option	¥15,000 However, if the 'Business SNS' Option fee has been paid for, the amount paid will be deducted.	No deadline
Additional Photo Option	¥1,500 per photo (data of photo)	No deadline*
All Photo Data Option	¥5,000 However, if the 'Additional Photo' Option fee has been paid for, the amount paid will be deducted.	No deadline*
Remote Control Option	¥10,000	Before the date of the photo shoot is decided
Rush Order Option	¥10,000	By the end of the photo shoot
Retouch Option	Please inquire.	No deadline*
Printed Photo Option	Please inquire.	No deadline*

*If the request is made after the delivery of the photo data is completed, or if the data has already been deleted by SGP at the time of the request, SGP may not be able to comply with the request.

【Cancellation Fees】

Timing of Cancellation	Cancellation Fee (+tax)
Canceled on the day of the photo shoot	100% of this service's costs
Canceled 1-2 days prior to the photo shoot	50% of this service's costs
Canceled 3 or more days prior to the photo shoot	none

【Postponement Fees】

Timing of Postponement	Postponement Fee (+tax)
Postponed on the day of the photo shoot	¥5,000 (+tax)
Postponed 1-2 days prior to the photo shoot	¥3,000 (+tax)

¹ Even if optional services are applied for before the deadline, SGP reserves the right to deny access to the optional services when deemed appropriate.

Postponed 3 or more days prior to the photo shoot	none
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