

## Terms of Use Agreement

### INTRODUCTION

- [1. Amendments to these Terms of Use](#)
- [2. Eligibility](#)
- [3. Limitation of Liability](#)
- [4. Use of the Service](#)
- [5. User Content](#)
- [6. Moderators](#)
- [7. Privacy Policy](#)
- [8. Grant of License](#)
- [9. The Company's Proprietary Rights](#)
- [10. Security](#)
- [11. Copyright Policy](#)
- [12. Representations and Warranties](#)
- [13. Indemnity](#)
- [14. Third-Party Websites, Advertisers or Services](#)
- [15. Trademarks](#)
- [16. Governing Law and Venue](#)
- [17. Termination, Inactive Accounts and Username Recycling](#)
- [18. Additional Terms Regarding the MAL Online Manga Store and Digital Content](#)
- [19. Miscellaneous](#)
- [20. Contact Us](#)

### INTRODUCTION

---

Welcome! Thank you for your interest in [www.MyAnimeList.net](http://www.MyAnimeList.net) and the MyAnimeList online manga store, and any other MyAnimeList branded websites, online stores, services, subscriptions, offerings, games and applications, and other applications and online services (collectively, the "Service" or "Services", which also include the MAL Online Manga Store as defined below in Section 18) owned, operated or controlled by MyAnimeList Co., Ltd. ("MyAnimeList", "MAL", "we", "us", "our" or "Company") that link to these Terms of Use. Please read this Terms of Use Agreement document ("Agreement" or "Terms of Use") carefully because it is legally binding and governs your access to and use of our Service, including any Company Content and User Content (defined below). This Agreement applies to all visitors, users, Members (referenced below), moderators, and others who access or use the Services ("User" or "Users"). All references to "you" or "your," as applicable, mean the User or other person or entity who accesses or uses the Services in any manner.

By accessing or using the Service, you signify that you have read, understood, and agree to be bound by these Terms of Use, MyAnimeList's [Privacy Policy](#), and any additional terms and conditions (including, for example, terms and conditions that may be included in MAL Frequently Asked Questions or "FAQ" posts), notices and disclaimers displayed through the Service, whether or not you are a registered user of the Service. You agree that by clicking "Sign Up", "Join" or other similar registration links or buttons or by accessing or using the Service, **you are agreeing to enter into a legally binding contract with the Company**. If you do not agree to these Terms of Use, MyAnimeList's [Privacy Policy](#), or any other terms and conditions, notices or disclaimers displayed through the Service, do not click "Sign Up", "Join" or other similar links or buttons and do not access or use any of our Services.

### **1. Amendments to these Terms of Use**

---

These Terms of Use may be amended by us from time to time and we reserve the right to do so at any time. All changes are effective immediately when we post them, and apply to all access to and use of our Services thereafter. When we amend these Terms of Use, we may also provide separate notice to you. We may provide you separate notice of amended Terms of Use by sending an email to the email address associated with your MyAnimeList user account (if you have chosen to provide an email address) or by otherwise providing notice through our Service. Any amendments to the Terms of Use will be posted here and the date indicated on the top of the Terms of Use will state the date the Terms of Use were last revised. Continued use of the Service after any amendments to the Terms of Use and after we have provided you notice of the amended Terms of Use constitutes your acceptance of the new Terms of Use. If you do not agree to the Terms of Use, you may not access or use the Services and should therefore immediately cease any use of the Services.

### **2. Eligibility**

---

You represent that you are over the age of majority as required by the applicable law of your jurisdiction. If you are a minor in the jurisdiction in which you reside (e.g. under 18 years of age), you may only use the Service if (a) you obtain parental or legal guardian consent after review of this Agreement prior to you using any of the Service provided by Company and (b) you are competent and fully able to enter into the representations, and warranties, terms, conditions, obligations, and affirmations, set forth in this Agreement, and to comply with and abide by this Agreement. All minors must be directly supervised by their parent or guardian while using our chat rooms. Though Company has the right to monitor the Service, including the chat rooms, Company has no obligation to do so, and Company does not systematically monitor and review the conversations that take place in the chat rooms. Company does not determine the true identity or age of those who frequent and use the Service chat rooms.

Additionally, children under age 13 in the U.S. and children under age 16 in Europe may only use the Service if, and only if, we have obtained verifiable parental consent from their parent or guardian, as discussed in our Privacy Policy. The Company may in its sole discretion for any or no reason, with or without notice, including without limitation if it has not received verifiable parental consent and it believes that you are under 13 in the U.S. or under 16 in Europe, terminate your account or profile, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service).

If you do not agree or are not in compliance with these Terms of Use, you may not use our Service.

### **3. Limitation of Liability**

---

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF DATA, ARISING OUT, IN CONNECTION WITH OF OR RESULTING THESE TERMS OF USE OR FROM YOUR USE OF OUR SERVICE, EVEN IF THE COMPANY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE COMPANY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNT YOU PAID TO US FOR THE SERVICES, DIGITAL CONTENT (DEFINED BELOW) OR ANY RELATED PRODUCTS. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES AS SET FORTH ABOVE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH CASE THE COMPANY'S LIABILITY TO YOU WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN WILL SURVIVE ANY TERMINATION OF ACCESS TO OR USE OF OUR SERVICE.

Without limiting the foregoing, and to the extent allowed by applicable law, Company assumes no liability or responsibility, including but not limited to, for any of the following:

- Any interruption or cessation of transmission to or from the Service;
- Errors, mistakes, or inaccuracies of content;
- Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein;
- User content or the defamatory, offensive, or illegal conduct of any third party.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Service;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- Any damages of any kind suffered by you or claimed to have been suffered by you arising out of or as a result of your use of any third party websites, applications or other services that may link to, be linked to from, access or integrate with our Services.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Company has been advised of the possibility of such damage.

The Service is controlled and operated from facilities in Japan, and we may process some data in the United States. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations, to the extent permitted by law. You represent that you are not (1) located in a country that is subject to a Japan or U.S. government embargo, or that has been designated by the Japan or U.S. government as a "terrorist supporting" country, and (2) listed on any Japan or U.S. government list of prohibited or restricted parties. Without limiting the foregoing, software available in connection with the Service may be subject to applicable export controls. No feature, function, software or any component thereof may be downloaded from the Service or otherwise exported or re-exported in violation of any applicable export laws. Downloading or using any software is at your sole risk. You further agree not to upload to the Service any data or software that cannot be exported without prior written government authorization.

### **4. Use of the Service**

---

#### (A) License and Registration:

Company grants you a limited, non-exclusive, non-assignable, non-sub-licensable, revocable, license to use the Service solely for your personal, noncommercial use, and as set forth in this Agreement, provided that (a) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose, (b) you will not copy, distribute, or disclose any part of the Service in any medium, and (c) you will otherwise comply with the terms and conditions of this Agreement. Company may revoke this license at any time, and in its sole discretion. Upon such revocation, you must promptly destroy all materials downloaded or otherwise obtained from the Service, as well as all copies of such materials, whether made in accordance with these Terms of Use or otherwise.

No registration is required to use the Service. However, in order to access certain features of the Service, registration with Company will be required and you will need to create a "Member" account or other user account or profile. Your account or profile gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

#### (B) Paid Premium Features:

Company may offer a paid subscription service where Users may use the Service with Premium Features, including, for example (i) where Members will not see ads hosted by the Service while logged into their accounts, and (ii) receive special discounts for purchases of goods and services from the Service, affiliates and third party partners ("Premium Features").

Company may also offer one-time purchases for access to Premium Features for a fixed period of time, and may also offer related services such as the ability for users to purchase access to Premium Features for other users (for example, in the form of a gift that can be given to and claimed by another user). Such one-time purchases will expire (if not claimed or used) after 5 months or after such other period of time as may be set forth by Company on the applicable page for such purchases. All payments for such one-time purchases are non-refundable, regardless of whether or not it was used.

MyAnimeList may change the fees or benefits associated with the Premium Features from time to time with reasonable advance notice; provided, however, that no advance notice will be required for temporary promotions, including temporary reductions in the fees associated with the Premium Features.

You may submit your debit card, credit card, or other payment information ("Payment Information") via our Service to purchase Premium Features or other paid products or services. We use third-party service providers to process your Payment Information. If you submit your Payment Information, you agree to pay all costs that you incur, and you give us permission to charge you when payment is due for an amount that includes these costs and any applicable taxes and fees. By signing up for Premium Features or other paid products or services, you are providing us with your payment account information, you agree to pay the then-current applicable fee listed in the applicable terms and conditions or other agreement and, if applicable, you are signing up to an auto-renewing subscription requiring recurring payments.

If you sign up for a monthly or annual subscription service, you will be charged your first monthly or annual subscription fee and any applicable taxes on the date you purchase your subscription or, if your subscription includes a free trial, on the day after your free trial ends. Your subscription will automatically continue on a monthly or annual basis, as applicable, and you will continue to be charged on such monthly or annual basis at the then-current price (including any applicable taxes), until you cancel your subscription or we terminate it. You can find your monthly and/or annual subscription billing date in your account settings.

If your subscription includes a free trial, you will not be charged the applicable fee during your free trial. To obtain the free trial you will be required to provide a credit card in order to ensure uninterrupted access to the Premium Features and services and continued use after the expiration of the free trial. Upon completion of your free trial, your subscription will automatically convert into a paid monthly (or annual, if applicable) subscription and your payment method will be charged the applicable fee unless you have cancelled that subscription. You may cancel your monthly or annual subscription as described below. You agree that your payment method may be authorized for up to approximately one month or one year of charges of service, as applicable, as soon as you subscribe. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the payment method unless you do not cancel prior to the end of your free trial. You may not receive a notice from us that your free trial has ended or that the paying portion of your monthly or annual subscription has begun. You are only permitted one free trial. If your subscription is ever terminated for any reason, and you purchase an additional subscription, you shall not be eligible for a free trial on any subsequent subscriptions.

We may change the subscription terms or fees at any time on a going forward basis in our discretion. If the pricing for your subscription increases, we will notify you, and provide you an opportunity to change your subscription before applying those changes to your account or charging your payment details in connection with an automatic renewal. If we notify you in advance of at least fifteen (15) days, your continued use of the Premium Features or other products and services associated with your subscription after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your subscription. If you accept the new subscription, its terms and conditions will apply for that renewal and all renewals going forward. For information on the monthly and annual subscription fees and terms, please visit [MAL Supporter Page](#).

You may cancel your subscription service at any time in your account settings or by contacting us via our [Customer Support](#). You must cancel your subscription before it renews to avoid billing of the next periodic subscription fees to your account. However, if you cancel a pre-paid annual or monthly subscription, you will not receive any refund. If you cancel your monthly or annual subscription, you will be able to use the purchased Premium Features and services for the remainder of your pre-paid subscription term.

We may terminate your subscription at our discretion and without any notice. Fees for such services are refundable in Company's sole discretion. If we cancel your annual subscription, we will give you a prorated refund based on the amount of time remaining in your pre-paid subscription; provided, however, that Company will not be obligated to grant you a refund if we terminate your account or your subscription because we determine, in our sole discretion, that your actions or your use of the Service violates these Terms of Use or has harmed or damaged another user. Otherwise, there is no prorated refund of any fees upon any termination or cancellation.

You agree to immediately pay any amounts accrued, but remaining unpaid, (if any), as of termination of your subscription. You hereby authorize Company to collect fees through various payment methods and information regarding such payment method you provide to us as part of your Member account information, either directly or indirectly via a third party online payment service.

#### (C) Your Account and Profile Responsibilities:

When creating your account or profile, you must provide complete and accurate information, and you must update your information to keep it accurate, current, and complete. You are solely responsible for the activity that occurs on your profile or account, and you must keep the password for your profile or account secure at all times. You must notify the Company immediately should there be any unauthorized use or breach of security of your profile or account. To the extent permitted by applicable law, the Company will not be liable for your losses caused by any unauthorized use of your profile, account or purchase of Premium Features. However, to the extent permitted by applicable law, you shall be liable for any losses incurred by the Company or others due to any unauthorized use of your account, profile or purchase of Premium Features as a result of your wrongdoing, negligence or violation of these Terms of Use. You may never use another Member's profile, account or purchase of Premium Features without permission.

#### (D) Use of Your Information:

When you provide the Company with your email address, you consent to our using the email address in accordance with our Privacy Policy. Further, to ensure that moderators can be responsive to user and community needs, you understand that such

moderators will have access to data associated with your account, including usage data (such as, but not limited to, anime and manga lists with update history and public forum information) and registration data (such as, but not limited to, email address, current and previous usernames, current IP and previous IP addresses associated with registration, login(s) and failed login(s)). You authorize moderators to review such information as reasonably necessary to investigate complaints, respond to appeals, or for such other purposes as contemplated in the Privacy Policy or these Terms of Use.

Please keep in mind that information you provide in any community profiles may be searchable by the general public unless you set your profile to "Private." To change your profile privacy settings, go to your account's profile page's account settings, where you may also change your profile information and who can view your page, as well as control how we communicate with you. All postings you make in community forums may be viewed by the public unless such forum topic is designated as "private."

#### (E) Certain Prohibited Activities:

You agree not to use the communication systems provided by the Service for any commercial solicitation purposes nor collect any personally identifiable information or any account or profile names, from the Service. You also agree not to use or launch any automated system, including without limitation, "offline readers," "spiders," "robots," etc., that accesses the Service for any malicious purpose or in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser, and you agree not to collate or aggregate any of the content available through the Service for use elsewhere.

#### (F) Company's Suspension or Termination of Access:

In the Company's sole discretion, the Company may temporarily or permanently suspend, terminate, or otherwise refuse to permit your access to the Service without notice and liability, if, in Company's sole determination, you violate any provision of the Agreement, including, but not limited to, by carrying out any of the following prohibited actions:

- a. Bypassing the measures we may use to prevent or restrict access to the Service;
- b. Interfering with the proper working of the Service;
- c. Taking any action that imposes or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- d. Uploading invalid data, viruses, worms, or other software agents through the Service;
- e. Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- f. Using the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Service or that could damage, disable, overburden, or otherwise impair the functioning of the Service in any manner;
- g. Attempting to gain unauthorized access to another User's account;
- h. Using the Service to harvest, collect, gather or assemble information or data regarding the Service or Users of the Service except as permitted in these Terms of Use or in a separate agreement with MyAnimeList;
- i. Violating any law in connection with your use of the Service;
- j. Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- k. Acting maliciously or fraudulently;
- l. Harassing, threatening or defaming other Users; or
- m. Attempting to directly undertake any of the foregoing.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor User activity, including disputes between you and other Users, and to take any action or not take action in a manner and to the extent we deem appropriate to prevent the violation or further violation of these Terms of Use. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

#### (G) Company's Retention of Information Involving Fraudulent, Malicious or Other Harmful Activities:

Notwithstanding any User's request to delete their account or information, we may decline such deletion requests and may retain certain account information where necessary to protect the integrity, security, and lawful operation of the Service and its community. Such cases include, but are not limited to:

- fraud, abuse, malicious behavior, or other activities that harm or disrupt the Service;
- conduct that undermines the safety, integrity, or well-being of the community;
- violations of these Terms of Use or any other applicable policies;
- actions required to comply with legal obligations; or
- the establishment, exercise, or defense of legal claims.

Any retention will be limited to what is strictly necessary and handled in accordance with the Privacy Policy and applicable laws.

## **5. User Content**

---

The Service may allow Users to create Member accounts or profiles, post feedback, comments, and questions on message boards, perform moderating services, send private messages to other Users, and engage in conversation with other Users in chat rooms, as well as post other information and take other actions on or through the Service ("User Content"). You are solely responsible for your User Content and any User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on or through the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You agree not to post User Content that:

- Contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable;
- May create a risk of any other loss or damage to any person or property;
- May create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- May constitute or contribute to a crime or tort;
- Contains any information or content that is illegal;
- Contains any information or content that you know is not correct and current; or
- Contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- Constitutes "Spam", advertising, or business related communications.

You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any rights of publicity and privacy and intellectual property rights such as all copyright rights, trademark, patent rights, mask work rights, moral rights, rights of publicity, goodwill, trade dress and service mark rights, trade secret rights and other intellectual property rights and moral rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction ("Intellectual Property Rights"). Company reserves the right, but is not obligated, to reject and/or remove any User Content that Company believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright, the Writer's Guild of America, or any other rights organization.

We reserve the right (but not the obligation) to monitor and review transmissions online and in storage, and to remove or reject any material, which we, at our sole discretion, believe may be unlawful or objectionable, without prior notice to you or other Users. You understand and acknowledge that you may be exposed to User Content that is indecent, inaccurate, offensive, or objectionable, and you agree that Company shall not be liable for any damages you allege to incur as a result of such User Content.

Company assumes no liability and no responsibility for any User Content that you or any other Users or third parties post or send over the Service. You agree and understand that any damage or loss of any kind that occurs as a result of the use of any User Content that you upload, download, send, stream, transmit, post, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Company is not responsible for any public display or misuse of your User Content.

You also understand that we may, from time to time, deploy technology such as application programming interfaces (or "APIs") for our use or for use by third party application developers (which is further discussed in our [Privacy Policy](#)) and you understand and agree that your User Content may be transmitted to and displayed in non-affiliated third party websites or applications that integrate with our APIs. Further, although we do not expressly allow the scraping of or other extraction of data or other material (e.g., media such as screen shots or video screen captures) from our Services without our prior written consent, you understand and agree that your User Content may be collected and displayed as a result of non-affiliated third parties crawling or scraping the Services or as a result of other data or material harvesting techniques. As such, you understand and agree that your User Content may become publicly available outside of the Services.

## 6. Moderators

---

Except for the moderating performed by any head moderators who may be employees or contractors of MyAnimeList, moderating MyAnimeList is an unofficial, voluntary position that may be available to certain Users. Moderating activities and any content or communications posted, sent, transmitted or otherwise made available by moderators on or through the Services is User Content and subject to Section 5 above and other terms and conditions pertaining to User Content herein. We may change the features or abilities associated with moderating from time to time without prior notice. We reserve the right to revoke or limit a User's ability to moderate at any time and for any reason or no reason, including for a breach of these Terms of Use.

For guidance on how to become a MyAnimeList moderator, Users should visit the forum page, "[How to become a MAL Moderator](#)," which outlines this process, the types of moderators, and contains links to various guidelines for moderators and Users of a particular subject.

If selected and you choose to become a MyAnimeList moderator:

- You agree to provide an email address for us to contact you to verify who you are as a moderator, business purposes related to your role as a moderator, and for security purposes, as may be needed;
- You agree that when you receive reports related to your threads and community, that you will take action to moderate by removing content and/or escalating to the head moderators for review as appropriate;
- You agree to respond within a reasonable amount of time to the head moderators and site admins;
- You may not represent that you are authorized to act on behalf of the Company;
- You may not enter into any agreement with a third party on behalf of the Company without our written approval;

- You may not perform moderation actions in return for any form of compensation or favor from third parties;
- Moderators may not represent brands in their capacity as moderators, and any discussion of brands by a moderator shall be unofficial and will not be associated with MyAnimeList in any way;
- If you have access to non-public information through your role as a moderator, or as a result of moderating a MyAnimeList thread or community, you will safeguard that information and not disclose it except as may be required by these Terms of Use, the Company or applicable law, and you will only use such non-public information as reasonably necessary in connection with your performance moderating services; and
- You may create and enforce rules for the MyAnimeList threads and communities that you moderate, provided that such rules are consistent with and do not conflict with these Terms of Use. You may also have the ability to ban Users who violate these Terms of Use or otherwise act maliciously, unlawfully or inappropriately. Appeals from Users to your actions should be taken seriously, and moderator responses to appeals from Users should be consistent, germane to the issue raised, and focused on educating that User about conduct in accordance with the rules.

MyAnimeList reserves the right, but has no obligation, to overturn any action or decision of a moderator, if MyAnimeList believes that such action or decision is not in the interest of MyAnimeList or the MyAnimeList community.

## 7. Privacy Policy

---

Please refer to our [Privacy Policy](#). By using the Service, you grant Company the right to collect, store, use, share and/or disclose information in the manner permitted by the Privacy Policy.

## 8. Grant of License

---

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Company a non-exclusive, worldwide, sublicensable, transferable, royalty-free, perpetual, irrevocable, license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, without any further consent, notice and/or compensation to you or others. You agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of our [Privacy Policy](#).

## 9. The Company's Proprietary Rights

---

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and, if applicable, other Users' User Content (the "Company Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Company and its licensors.

Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to license, sell, modify, distribute, copy, rent, reproduce, transmit, publish, adapt, publicly display or perform, edit or create derivative works from any materials or content accessible on the Service. Use of the Company Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited. Using our Services does not give you any ownership in our Services or the content or information made available through the Services.

You may choose to or we or the moderators may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that (a) your disclosure is unsolicited, gratuitous, and without restriction and will not place Company under any fiduciary or other obligation, (b) you have granted Company an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Ideas; and (c) we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any compensation to you. You acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

## 10. Security

---

To use certain features of our Service, you may be required to create a MyAnimeList account and provide us with a username, password, and certain other information about yourself as set forth in the Privacy Policy.

You are solely responsible for the information associated with your account and anything that happens through your account. You must maintain the security of your account and promptly notify MyAnimeList if you discover or suspect that someone has accessed your account without your permission. You agree to: (1) use a strong password and secure password, (2) keep your password secure and confidential, (3) not transfer any part of your account and (4) follow the law and any recommendations we may give you from time to time or through the service with respect to account security.

You will not license, sell, or transfer your Account without our prior written approval.

## 11. Copyright Policy

---

Pursuant to U.S. copyright law, and specifically the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), MyAnimeList has implemented procedures for receiving written notification of claimed copyright infringements. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify our copyright agent, as set forth below. For your notice to be effective under the DMCA, you, as a complaining party, must provide all of the following information in writing to our copyright agent:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single MyAnimeList online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that you request to be removed or access to which be disabled, and information reasonably sufficient to permit MyAnimeList to locate the material.
- (iv) Information reasonably sufficient to permit MyAnimeList to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please submit your notice to MyAnimeList's copyright agent:

MyAnimeList Co., Ltd.

Address: 1-1-1 Hitotsubashi Chiyoda-ku, Tokyo 100-0003 Japan

Attn: Copyright Manager

Email: [legal@mail.myanimelist.net](mailto:legal@mail.myanimelist.net)

Please note that this procedure is exclusively for notifying Company that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a counter-notice, pursuant to Sections 512(g)(2) and (3) of the DMCA. Please submit any counter-notice in writing to MyAnimeList's copyright agent listed above.

In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, Users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the accounts or profiles of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

UNDER U.S. FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

## **12. Representations and Warranties**

---

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. You affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following in connection with User Content:

- a. Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any privacy rights, rights of publicity, or Intellectual Property Rights.
- b. Company may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

## **13. Indemnity**

---

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Service, including any data or work transmitted or received by you;
- Your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above;
- Your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- Your violation of any law, rule or regulation of the United States or any other country;
- Any claim or damages that arise as a result of any of your User Content or any that are submitted via your account or profile; or
- Any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **14. Third-Party Websites, Advertisers or Services**

---

The Service may contain links to third-party websites, applications, advertisers, or services that are not owned or controlled by Company. Further, as described above and in our Privacy Policy, from time to time, we may deploy technology such as APIs for use by third party developers to access our Services. Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites, applications or services. If you access a third party website, application or other services, you should review such third party's terms of use and privacy policy and you access such third party's websites, applications or services at your own risk. If you use or otherwise access a third party's website, application or other service that integrates with our Services through our APIs or otherwise, you understand and agree that we may, in connection with your use, provide the third party with information you have provided through our Services.

You understand that this Agreement and Company's Privacy Policy do not apply to your use of such third party sites, applications or services. You expressly agree that Company will not be liable for any problems or damage arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on Company, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be liable for any loss or damage of any sort relating to your dealings with such advertisers.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions or terms of use and privacy policy of any third-party website or service that you visit.

## 15. Trademarks

---

The Company name, "MyAnimeList", the term "MAL" and all related names, logos, product and service names, designs, and slogans are trademarks, service marks or other proprietary marks of the Company, its affiliates, its business partners or its licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks, service marks or other proprietary marks of their respective owners.

## 16. Governing Law and Venue

---

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Japan without giving effect to any choice or conflict of law provision or rule (whether of Japan or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, the Services or these Terms of Use shall be instituted exclusively in the Tokyo District Court located in Tokyo, Japan, although we and our business partners retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## 17. Termination, Inactive Accounts and Username Recycling

---

As stated above if you do not agree to these Terms of Use, our [Privacy Policy](#), or any other terms and conditions (including, for example, terms and conditions that may be included in MAL Frequently Asked Questions or "FAQ" posts), notices or disclaimers displayed through the Service, do not click "Sign Up", "Join" or other similar links or buttons and do not access or use any of our Services. If you wish to delete your account and discontinue your use of the Service, please contact our [Customer Support](#). If you stop using the Service without deactivating your account, your account may be deactivated or deleted due to prolonged inactivity. Generally, a previously active or confirmed account that has remained inactive for a year or more may result in the account being deactivated or deleted. Unconfirmed accounts or accounts with no prior activity may be deactivated or deleted after three or more months of inactivity.

We may deactivate, delete, suspend or terminate your account, status as a moderator, or ability to access or use the Service at any time for any or no reason, including for a violation of these Terms of Use.

The usernames of accounts that have been deactivated or deleted may, in our discretion, be re-issued to other users without notice. A username may also be re-issued if it infringes a registered trademark or service mark or if the username is involved in an impersonation in violation of applicable law or these Terms of Use.

The following sections, and any terms or conditions which by their nature survive termination, will survive any termination of these Terms of Use or of your accounts: Section 3 (Limitation of Liability), Section 4 (Use of the Service), Section 5 (User Content), Section 8 (Grant of License), Section 9 (The Company's Proprietary Rights), Section 13 (Indemnity), Section 15 (Trademarks), Section 16 (Governing Law and Venue), Section 17 (Termination), the following subsections under Section 18 (Additional Terms Regarding the MAL Online Manga Store and Digital Content): Subsection 18(E) and Subsection 18(F), and Section 19 (Miscellaneous).

## 18. Additional Terms Regarding the MAL Online Manga Store and Digital Content

---

### (A) Scope of Section:

By using or accessing the MAL Online Manga Store (defined below) and/or downloading or accessing any Digital Content (defined below), you agree to be bound by the terms of this Section 18 in addition to the other terms and conditions of the Terms of Use and the Company's [Privacy Policy](#). In addition, when using or accessing the MAL Online Manga Store and any Digital Content, you shall be subject to any posted guidelines or rules applicable to such service, features or offers that may be posted from time to time.

### (B) Defined Terms:

The following terms shall have the meaning set forth below:

"Digital Content" means digitized manga books, including single issues and trade publications, anime, games, video, audio and other digital content provided by the Company.

"MAL Online Manga Store" means, collectively, Company's digital manga reader, storefront applications, websites and/or software (including any updates thereto) through which you can: (i) browse, shop for, download and/or stream, read and/or otherwise use Digital Content or other items offered by Company for use on one (1) or more select devices (e.g., smartphones, tablets, personal computers and other electronic devices); and (ii) manage your Digital Content and account settings.

(C) Digital Content:

You agree and acknowledge that the MAL Online Manga Store and Digital Content you access and receive through the MAL Online Manga Store is owned by Company and/or its licensors and is protected by Intellectual Property Rights such as copyright laws as well as other intellectual property laws and treaties. Company does not transfer any title, right or interest to or in the MAL Online Manga Store and/or Digital Content to you.

Upon streaming, downloading and/or use of Digital Content and payment of any applicable fees (including applicable taxes), Company grants you a non-exclusive and non-assignable license to use, download, access, view and display such Digital Content only on the number and type(s) (if so limited) of devices specified in the MAL Online Manga Store or in the third party store in which the application or software used to view such Digital Content was obtained, and solely for your personal, non-commercial use in accordance with the terms of this Agreement. Digital Content is licensed to you by Company and is not sold, assigned or transferred to you. From time to time, the Company may post additional terms for Digital Content in the MAL Online Manga Store. You agree to pay the price, including any applicable taxes, and the billing frequency, if applicable, that is stated at the time of your order. All purchases are final and no refunds will be given.

Unless otherwise stated in writing by Company, you must not sell, lease, rent, copy, redistribute, sublicense, share, convey or reconvey the Digital Content. You must not, nor attempt to, impair, remove, deactivate, bypass, circumvent, avoid, deactivate or otherwise defeat any copy protection, DRM, encryption or rights signaling technology in which the Digital Content is wrapped or otherwise associated with, and you must not modify, translate, edit or create derivative works or adaptations of the Digital Content. You must not duplicate or otherwise reproduce the Digital Content, or any portion thereof, onto any physical medium, memory or device (other than within your set of personal devices that are registered for access to your own personal account with Company's service), including but not limited to CDs, DVDs, hard drives, thumb drives, cloud storage, computers or other hardware, or any other medium now known or hereafter devised.

Company may, from time to time, permit you to download certain Digital Content for offline use. Company may place limitations on such use, including, without limitation, the number of, and length of availability of Digital Content available offline at any given time. Company in its sole discretion reserves the right to change the terms of such offline use, including the availability of offline access, from time to time, without prior notice to you.

(D) MAL Online Manga Store:

So long as you comply with these Terms of Use, you may use the MAL Online Manga Store, including the software comprising them, for which you use to stream or download Digital Content. You may not separate any individual component of such software or system for use on another device or computer, may not transfer it for use on another device or computer or use it, or any portion of it, over a network, and may not sell, rent, lease, lend, distribute, or sublicense or otherwise assign any rights to such software or system in whole or in part.

The Company may make available updates/upgrades to any software, system or application made available by Company from time to time. If you do not download such updates/upgrades, you may not receive certain features and/or functionality and/or you may lose certain features and/or functionality of the Company's software or application. You may not modify, reverse engineer, decompile, reproduce, copy, disassemble any of the Services, including the MAL Online Manga Store, or otherwise reduce the computer file in which the Digital Content is stored to a human-readable form, whether in whole or in part, create any derivative works from or of the Services, including the MAL Online Manga Store, or bypass, modify, defeat, or tamper with or circumvent any of the functions or protections of the Services, including the MAL Online Manga Store; including, but not limited to by modifying, defeating, augmenting or substituting any digital rights management functionality in connection with the Digital Content.

(E) Miscellaneous:

You must use the MAL Online Manga Store and the Digital Content in compliance with all applicable laws. All licenses are non-exclusive and all rights not expressly granted in this Agreement are reserved by the Company.

You must comply with all applicable export and re-export restrictions and regulations, and you must not transfer, or encourage, assist, or authorize the transfer of, the Digital Content, or MAL Online Manga Store to a prohibited country or otherwise in violation of any such restrictions or regulations.

The MAL Online Manga Store will provide Company with information and data related to the Digital Content on your device and your use of it. This may include, but is not limited to, purchase history, regarding registration, user's activity, device information, and other information related to the use and access of the Digital Content and MAL Online Manga Store by the user). Information we receive from or about you is subject to the Privacy Policy.

The MAL Online Manga Store, and/or methods used in connection with the Digital Content, may be covered by copyright and one or more patents or pending patent applications and as trade secrets, and the Digital Content is protected by copyright, trademarks and other applicable law.

In the event of a claim, cause of action, or other legal, business or operational issues relating to the Digital Contents, Company may suspend, discontinue, or otherwise modify or terminate access to certain Digital Content.

Company may terminate your rights under this Agreement if you fail to comply with the terms of this Agreement. Upon termination, you must cease all use of the MAL Online Manga Store and Digital Content, and Company may immediately revoke your access to the MAL Online Manga Store or to Digital Content without refund of any fees.

(F) Disclaimer of Warranties:

USE OF THE MAL ONLINE MANGA STORE AND DIGITAL CONTENT, AND ANY OTHER MAL SOFTWARE OR SYSTEMS IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR AN AUTHORIZED REPRESENTATIVE OF COMPANY CREATES A WARRANTY, AND THE MAL ONLINE MANGA STORE AND DIGITAL CONTENT ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. OTHERWISE, THIS DISCLAIMER OF WARRANTIES BY THE COMPANY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **19. Miscellaneous**

---

(A) These Terms of Use constitute the entire agreement between you and us regarding your access to and use of the Service.

(B) Our failure to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of such right or provision.

(C) If any provision of these Terms of Use is, for any reason, held to be illegal, invalid or unenforceable, you and the Company agree that the rest of the Terms of Use will remain in full force and effect, the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that these Terms of Use shall in any event otherwise remain valid and enforceable.

(D) You may not assign or transfer any of your rights (including any licenses granted to you) or obligations under these Terms of Use without our consent. Any attempted transfer or assignment by you will be void and ineffective. We may freely assign these Terms of Use.

(E) You agree that, except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

## **20. Contact Us**

---

If you have questions about our Services, you can find additional information at our [Customer Support](#) page. You may also contact us via email at [support@myanimelist.net](mailto:support@myanimelist.net) by mail at 6th Floor, Daiwa Sasazuka Building, 1-64-8 Sasazuka, Shibuya-ku, Tokyo, 151-0073, Japan.