

## Terms and Conditions (for Members)

### Article 1. Terms and Conditions

These Terms and Conditions stipulate the terms for the use of the PRIMO application and web service administrated by Primo Co., Ltd. (hereinafter referred to as "the Company").

2. Members shall use the service upon agreeing to all help and usage guides pertaining to the use of the service as defined by the Company and in these Terms.

### Article 2. Definitions

The words and expressions listed below are used respectively with the following meanings in these Terms.

- (1) The service: the service the Company provides to members and merchants through the PRIMO application and web service administrated by the Company.
- (2) The Terms and Conditions, etc.: these Terms and Conditions, as well as help and usage guides pertaining to the use of the service.
- (3) Members: individuals or corporations that agree to the Company's Terms and Conditions, etc. and are provided the service.
- (4) Merchants: individuals or corporations that sell goods to members through the service.
- (5) Password: a string of letters and numbers input in combination with an email address by a member as a form of verification during login.
- (6) Illegal organizations: designated organized crime groups, members or related parties of affiliates of designated organized crime groups, or other antisocial organizations that engage in activities contrary to the public welfare.

### Article 3. Method of Notification

Notifications from the Company to members shall occur by e-mail to the address registered by the member, posting through the service, or written document as considered appropriate by the Company.

2. When the Company sends notice to members by e-mail or posting through the service pursuant to the provisions of the preceding paragraph, such notices shall take effect at the time each e-mail is sent or posting is made public on the service.
3. Members shall send product inquiries directly to the merchants that supply the products.

### Article 4. Member Registration

Users wishing to use the service (hereafter referred to as "Membership Applicants") shall apply to become a member by registering their personal information as specified by the Company upon agreement with these Terms.

2. Users who make such application as prescribed in the preceding paragraph shall be registered as members once the Company has accepted their application and completed their ID registration.
3. The Company shall send announcements on informative matters, advertisements, and other information by email to the member's e-mail address.
4. In the event a Membership Applicant who wishes to use the service falls under any of the following items, the Company may deny their registration as a member or cancel such registration based on the judgment of the Company.
  - ① The Membership Applicant registered as a member through a method not established by the Company.
  - ② The Membership Applicant has previously had his/her member status revoked for violating these Terms or any other Terms and Conditions, etc. established by the Company in the past.
  - ③ The Company determines the Membership Applicant has registered through wrongful means.
  - ④ The Membership Applicant registered the information of a third party.
  - ⑤ For any other reason the Company deems the Membership Applicant unsuitable.

#### Article 5. ID and Password Management

The member shall be responsible for the management of the ID and password used for the service.

2. The member agrees to be held responsible by the Company for any activities or practices that occurred in relation to the registered ID.
3. Contact the Company promptly if there is suspicion of unauthorized use of an ID and password.

#### Article 6. Changing Registration Information

The member shall promptly perform the procedures necessary to modify registration information when the member's information has changed. The Company shall assume no responsibility in the event problems arise for the member as a result of their failure to do so.

#### Article 7. Purchase of Goods

Members can purchase goods from merchants through the use of the service.

2. Members purchase or use a merchant's goods in an established method developed by the Company.
3. A member shall click the button to complete the order upon confirming the entered or registered delivery destination and order details along with the application prescribed in the preceding paragraph, and a sales agreement for the relevant goods shall be established between the member and the merchant at the time when an email confirming the content of the order sent by the merchant reaches the member.
4. Notwithstanding the provisions of the preceding paragraph, the merchant or the Company may cancel, terminate, or take other appropriate actions in relation to the sales contract if there is misconduct or inappropriate behavior with respect to the use of the service.
5. The member and the merchant shall be responsible for the resolution of any disputes that occur between the merchant and members as relates to the purchase of goods.

#### Article 8. Return and Exchange of Goods

Merchants shall only accept returns or exchanges in the following cases: if goods have been damaged during transportation or are found to be defective, if incorrect goods have been dispatched, if goods are found to be fake or pirated, or for any other reason where the responsibility is attributable to the Company. In addition, even if a member were to request an exchange, the merchant may be unable to offer said exchange if the relevant product is found to be out of stock, etc.

2. The member shall follow the processes specified separately by the Company or merchant in order to request a return or exchange as stipulated in the preceding paragraph. In addition, the merchant shall be responsible for any postage related to the return or exchange.

#### Article 9. Method of Payment

The payment amount for goods include the purchase price of the goods inclusive of tax, plus any relevant fees such as shipping costs.

2. The Company has the authority to act on behalf of a merchant in order to request members to complete their payments as stipulated in the preceding paragraph.
3. Payments for the purchase of goods made through the service shall only be made using a credit card bearing the name of the actual member, or using any other payment method designated separately by the Company.
4. Credit card payments are subject to the conditions stipulated by a separately contracted agreement between the member and the credit card company. In addition, any disputes that arise between the member and the credit card company or any other third party, with regard to the use of the credit card, shall be resolved directly between the member and the credit card company.

#### Article 10. Exclusion of Liability in Respect to Goods

The Company makes no guarantee and assumes no responsibility concerning the quality, materials, function, performance, compatibility with other products, or other defects nor damages, loss, disadvantage, etc. arising as a result of such of the service and products sold through the service.

2. In relation to any trouble that arises due to unclear delivery destinations, etc. a merchant shall be deemed to have fulfilled their obligation to deliver the ordered goods as soon as they have contacted the member at their registered contact address, and said goods have been delivered to the address specified at the time of purchase, thereby relieving the merchant from any liability.

#### Article 11. Membership Cancellation

Members wishing to cancel their membership may do so by following the processes prescribed by the Company.

2. If a member falls under any of the following items, the Company may cancel said member's membership based on the judgment of the Company.
  - ① If the member has purchased some goods but has failed to settle their payment by the prescribed date.
  - ② If it becomes apparent that the member has registered information using a method not prescribed by the Company.
  - ③ If deemed by the Company that the member has violated these Terms, or other Terms and Conditions, etc. stipulated by the Company, when it has been acquired and used, or may be used, by illegal organizations, their members or related parties.
  - ④ For any other reason the Company deems the member unsuitable.
3. If, at the time of canceling the membership, the member has outstanding payments for purchases, or any other debts and obligations to the Company, the member shall continue to be responsible for said payments or debts and obligations to the Company, even after the membership has been canceled.

#### Article 12. Outsourcing

The Company may outsource all or part of its system management, credit card settlement, or other business as necessary.

#### Article 13. Change or Suspension of Service

The Company may take necessary measures to change the content and specifications of the service, or interrupt or suspend the service without notifying the member beforehand, if such measures are for the purpose of appropriate administration of the service. The Company shall assume no responsibility in the event the member incurs damages or disadvantage as a result of such change, interruption, or suspension.

#### Article 14. Intellectual Property Rights

The member agrees that all intellectual property of content provided by the Company in relation to the service and the benefits derived therefrom belong to the Company.

#### Article 15. Prohibited Behavior for Members

The member is prohibited from performing any of the following acts when using the service.

- ① Use of the service for wrongful purposes.
- ② Infringement on the intellectual property rights, portrait rights, publicity rights, or other rights of others.
- ③ Infringement on the privacy of others.
- ④ Defamation, insult, or obstruction of business.
- ⑤ Acts that lead to criminal activities like fraud.
- ⑥ Violation of the Law for the Prevention of Unauthorized Computer Access or

illegal access and manipulation of data in computers owned by the Company or others including illegal the acts defined in the Obstruction of Business by Damaging a Computer (Penal Code, Article 234-2).

- ⑦ Acts that send or transmit damaging computer programs such as computer viruses or acts that endorse such
  - ⑧ Any other criminal acts or acts that violate laws and regulations.
  - ⑨ Alteration or erasure of information belonging to the Company, members, or third parties.
  - ⑩ Illegal use of equipment belonging to the Company, members, or third parties to interfere with the administration of such equipment.
  - ⑪ All sales activities using the identity of a member without obtaining approval from the Company.
  - ⑫ Actions contrary to laws and regulations, these Terms, or public order and morals.
  - ⑬ Interference with administration of the service or actions to damage the credibility of the Company.
  - ⑭ Any other actions deemed inappropriate by the Company.
2. The Company may make claims against the member for any damages incurred by the Company as a result of the violation of these Terms by the member.

#### Article 16. Non-guarantee

The companies involved with the Company and the provision of the service make no guarantee regarding the following items.

- ① That no problems or failures will occur with smartphones, tablets, or PCs belonging to members or users from the use of the service.
- ② The accuracy of content and integrity of goods.
- ③ That content does not infringe on the rights of a third party
- ④ That the service is will continue permanently.
- ⑤ Assurance to the reliability or efficacy of products.
- ⑥ That use of the service will meet the needs of members or users.
- ⑦ That interruptions and errors in the service will not occur.

#### Article 17. Disclaimer

The Company is not involved with the use environment of smartphones, tablets, PC, etc. belonging to members and shall assume no responsibility therein.

- 2. The Company shall assume no responsibility for damages incurred as a result of changes to the content, interruption, or end of the service.
- 3. The Company shall assume no responsibility in the event of failure with respect to viewing the service due to unexpected reasons.
- 4. The Company is not responsible for monitoring, checking, or maintaining products or submission information.
- 5. The Company shall assume no responsibility for the validity, morality, reliability, or accuracy of products and submission information.
- 6. The Company shall assume no responsibility on matters in relation to advertising companies and settlement business agent companies.
- 7. The Company shall assume no responsibility concerning the validity, morality, reliability, or accuracy of websites linked from respective pages of the service.

#### Article 18. Discontinuation of the Service

When any grounds falling under any of the following items has occurred with regard to the member, the Company may immediately suspend or limit use of the service, or delete the member's account without notifying the member.

- ① When there has been a petition for seizure, provisional seizure, temporary

injunction or forced auction, or when receiving a disposition for failure to pay taxes or public dues or other disposition from a public authority, or commencement of corporate reorganization procedures or civil rehabilitation procedures, insolvency, or auction, or if the company itself has commenced civil rehabilitation procedures or filed for bankruptcy, or such has been alleged by a third party.

- ② When capital is reduced, business is abolished or changed, or there is a resolution of dissolution.
  - ③ When receiving a disposition for failure to pay taxes and public dues.
  - ④ If the Company determines the member has or is likely to cause a third party to incur damages through the spreading of computer viruses or mass emails in the use of the service.
  - ⑤ If the Company is unable to contact the member by email.
  - ⑥ Failure to comply with these Terms.
  - ⑦ For any other reason the Company determines necessary.
2. With respect to the measures of the preceding paragraph, the Company shall assume no responsibility for the member or third parties.

#### Article 19. Compensation for Damages

The Company may make claims for damages if loss is incurred as a result of reasons attributable to the member or user in the performance of this agreement.

- 2. The Company shall not be required to provide compensation for any damages resulting from the use of the service.
- 3. The Company shall assume no responsibility for loss or interruption of business or any other damages that may be incurred by the member or a third party (including indirect damages and lost profits) even if the Company had been previously notified of the possibility of such damages.

#### Article 20. Delayed Payments

If the member delays making a payment for the purchase of goods, said member shall be liable to pay a yearly interest of 14.5% in delay fees from the day after the payment should have been completed until the day the payment is actually settled.

#### Article 21. Changes to the Terms and Conditions, etc.

The Company may revise the Terms and Conditions, etc. at any time. The revised Terms and Conditions, etc. shall be applied once revision has been completed. The member is assumed to have agreed with the revised Terms and Conditions, etc. when using the service after the revision has occurred.

#### Article 22. Terms and Conditions

If any part of the provisions in these Terms becomes invalid, this shall not affect the efficacy of the other provisions, which shall remain in effect.

#### Article 23. Governing Law

These Terms shall be governed by the laws of Japan.

#### Article 24. Jurisdiction

Disputes arising between the Company, members or users in relation to these Terms shall be subject to the exclusive jurisdiction of the court of first instance in whose jurisdiction the Company is located.

#### Supplementary Provisions

These Terms shall be applied from 12/13/2015.