

Terms and Conditions of “PRIMO” (for Members)

Article 1 Terms and Conditions

The Terms and Conditions stipulate basic conditions of use in the application “PRIMO” and webservice (hereinafter referred to as “the Service”) administrated by Primo Co., Ltd. (hereinafter referred to as "the Company").

2. Members shall use the Service upon agreeing to the Terms and Conditions and all help and usage guides pertaining to the use of the Service prescribed by the Company.

Article 2 Definitions

Each of the following expressions are used with the following meanings in the Terms and Conditions.

- (1) “Service”: the service that the Company provides to Members and Merchants through the application “PRIMO” and webservice administrated by the Company.
- (2) “Terms and Conditions, and the like”: the help and usage guides pertaining to the use of the Service as well as the Terms and Conditions. In the event that the Company posts specific regulations or additional regulations relative to the Service on the website of the Company, or in the event that the Company informs rules and the like relative to the Service by e-mails and the like, those regulations and rules shall be deemed as part of the Terms and Conditions. When the specific regulations, additional regulations, rules, and the like conflict with the Terms and Conditions, the specific regulations, additional regulations, rules, and the like shall take a priority.
- (3) “Members”: individuals or corporations that agree to the Terms and Conditions, and the like and are provided with the Service.
- (4) “Merchants”: individuals or corporations that sell articles, and the like with respect to Members through the Service.
- (5) “Contents”: information accessible to Members through the Service (including texts; pictures; animations; voices; music; other sounds and images; software; programs; codes; and other data, but not limited thereto).
- (6) “Accounts”: certifications or rights for Members to use the Service.
- (7) “Website of the Company”: the website relative to the Service administrated by the Company,

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having a domain of <https://primo.im> (in the event that the domain or the matter of the website of the Company is changed for any reasons, the term “website of the Company” shall also include the changed domain).

(8) “Affiliate Codes”: exclusive QR codes used by Members when purchasing goods through the Service, and the other means “PRIMO Tag” to introduce Members who are to be targets of an Affiliate Contract.

(9) “Antisocial Forces”: 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.

(10) “Intellectual Property Rights”: copyright (including the right as defined in Article 27, and Article 28 of the Copyright Act), patent right, utility model right, trademark right, design right, and other intellectual property rights (including the right to acquire those rights, or the right to apply for registering those rights).

Article 3 Means of Contact

The Company shall contact Members about notice by means determined by the Company as appropriate such as e-mails, posting on the System, or writing.

2. In the event that the Company sends notice to Members by e-mails or posting on the Service based on the provision in the preceding Paragraph, the Company shall deem that the notice takes effect at the time when the e-mails are sent or when the notice is posted on the Service.

3. Inquiries regarding the Service, and other announcement or notice from Members to the Company shall be made by sending the form provided to an appropriate place in the website of the Company, or by other means designated by the Company.

4. The Company may announce notice, place an advertisement, or provide information to Members by e-mails.

Article 4 Initiation

Those who wish to use the Service (hereinafter referred to as “applicant(s) for registration”) shall registration information relative to applicants for registration designated by the Company (hereinafter referred to as “registration information”) upon agreement to the Terms and Conditions, thereby applying for the use of the Service.

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2. When the Company approves an application and completes registration of an ID, a service contract is concluded. From that time, a Member who has applied as described in the preceding Paragraph may be able to use the Service based on the Terms and Conditions.

3. The Company may deny an application of initiation or may cancel membership at the discretion of the Company in the event that an applicant for registration falls under any of the following items:

- (1) When an applicant for registration applies for initiation by means not conforming to the provision of the Company;
- (2) When an applicant for registration has been made to withdraw from membership in the past for the reason of violating the Terms and Conditions or other terms and conditions, and the like established by the Company;
- (3) When the Company determines that an applicant for registration has registered by fraudulent means;
- (4) When an applicant for registration registers information about a person other than the applicant himself/herself;
- (5) When an applicant for registration is an antisocial force;
- (6) When the Company determines an applicant for registration as inappropriate for any other reasons.

4. In the event that an infant registers for the use of the Service, the infant shall obtain consent from his/her legal representative. The Company shall deem that his/her legal representative has agreed with the infant to use the Service and has agreed to the Terms and Conditions at the time of completion of the registration.

5. In inputting registration information, Members shall provide faithful and accurate information. The Company shall assume no responsibility for any damages incurred by the Member caused by falsehood, errors, or erroneous omission in the matter of the registration information.

Article 5 Changes to Registration information

In the event that registration information of a Member is to be changed, the Member shall perform procedures to change within 14 days. The Company shall assume no responsibility for any trouble caused by the Member failing to do so.

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2. In the event that notice from the Company has not reached a Member due to the Member's negligence of the procedures described in the preceding Paragraph, the Company shall deem that the notice has reached the Member at the time assumed to have reached in a usual case, and the Member shall not make an objection.

Article 6 Management of Account

A Member shall assume responsibility for management of an account used for the Service. The Member shall manage and store the account with self-responsibility, and shall not allow a third party to use, or lend and assign the account, or change the name, or trade the account with a third party. Confirming the matchability of an account, the Company deems that a Member registered as having the account has used the Service.

2. Responsibility for any damages caused by insufficient management of your account or by allowing a third party to use your account should be assumed by Members, and the Company shall assume no responsibility for the damages.

3. Members shall agree to accept liability with respect to the Company for activities or acts that occur in the registered accounts.

4. In the event that your account proves to be abused by others, Members shall promptly report to the Company accordingly.

Article 7 Purchase of Goods

The Service is a shopping platform that enables Members to easily purchase goods and the like with Affiliate Codes and the like without using cash. The Members may be able to purchase goods and the like from Merchants through the Service.

2. When a Member wishes to purchase goods and the like, the Member shall apply for the purchase or use of the goods and the like with respect to a Merchant, using Affiliate Codes or by means separately designated by the Company.

3. With such application described in the preceding Paragraph, when a Member clicks the button to place an order, confirming the input or registered delivery destination, matter of the order, and then when the Member receives an e-mail from a Merchant to confirm the matter of the order, it shall be

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deemed that a sales contract regarding the goods and the like is concluded between the Member and the Merchant.

4. Members may not be able to cancel the sales contract described in the preceding Paragraph for any reasons, except for the reasons prescribed in the following Article.

5. When a Merchant completely delivers goods and the like to the delivery destination designated by a Member in purchase of the goods, obligations of delivery of the goods and the like shall be deemed as fulfilled. At that time, the Merchant is discharged from the obligations.

6. In the event that a Member perform fraudulent acts or inappropriate acts in the use of the Service, Merchants and the Company may take appropriate measures such as cancelation or annulment of a sales contract with respect to the Member.

Article 8 Returns or Exchange of Goods and the like

Returns or exchange of goods by a Merchant shall be limited to cases such as breakage during delivery, defects of goods, misdelivery, imitation, pirated version, or other reasons attributable to the Company. It should be noted that even when a Member wishes to exchange goods, the goods may not be exchanged due to defects of goods and the like.

2. In the event that a case described in the preceding Paragraph occurs, Members shall apply for return or exchange in accordance with procedures separately prescribed by the Company or Merchants, and the Merchants shall pay all transfer fees of goods and the like relating to the return and exchange.

Article 9 Exemption of Liability for Goods and the like

Trade of goods shall be directly practiced between a Member and a Merchant. All inquiries regarding the goods shall be directly sent to the Merchant that provides the goods.

2. In regard to the Service, and goods and like traded through the Service, the Company shall not guarantee their quality, materials, functions, performance, compatibility with other goods, or shall not bear any burden upon damages, loss, disadvantages, and the like caused by the aforementioned matters.

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3. In the event that any disputes occur between a Member and a Merchant in regard to the purchase of goods and the like, the Member and the Merchant shall resolve the disputes, and the Company shall assume no responsibility therefor.

Article 10 Mode of Payment

When a Member purchases goods and the like, payment amount thereof shall be the total amount of purchase price of the goods and the like including tax, and postage, and charges of every kind relating thereto.

2. In regard to the payment described in the preceding Paragraph, the Company shall have the right to charge a Member of a Merchant on behalf of the Merchant.

3. The payment of goods and the like purchased through the Service shall be limited to payment by a credit card under the name of a Member himself/herself, or payment by means separately permitted by the Company.

4. When the payment is made by a credit card, we shall conform to conditions separately contracted between a Member and a credit-card company. In the event that any disputes occur between the Member and the credit-card company in association with the use of the credit card, the Member and the credit-card company shall resolve the disputes with their responsibility, and the Company shall assume no responsibility therefor.

Article 11 Outsourcing

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

Article 12 Change, Addition, Annulment or Suspension of the Service

The Company may thoroughly or partially change or add the Service without previous notice to Members.

2. The Company may thoroughly or partially stop offering or administration of the Service at the discretion of the Company. In the event that the Company thoroughly or partially stops offering or administration of the Service at the discretion of the Company, the Company shall notify Members accordingly by means determined by the Company as appropriate. It should be noted that the

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Company may not notify the Members in the case of emergency.

3. The Company may partially or thoroughly suspend the Service on a temporary basis without previous notice to Members in the event that matters described in the following items occur:

- (1) When hardware, software, communication equipment, and the like for the Service need to be maintained or repaired on a periodic basis or in an urgent manner;
- (2) When the system is subjected to lumped load due to overabundant access, and other unexpected factors;
- (3) When security of Members need to be secured;
- (4) When the Company may not be provided with services of an electric communications company.
- (5) When the Company has difficulty in providing the Service due to force majeure such as natural calamity;
- (6) When the Company has difficulty in providing the Service due to fire, blackouts, other unexpected accidents, or due to war, conflicts, disturbance, riots, labor disputes, and the like
- (7) When the Service cannot be administered due to laws and regulations or measures pursuant thereto; and
- (8) When the Company determines that the suspension is necessary in accordance with the preceding items.

4. The Company shall assume no responsibility in the event that damages are incurred by the Members as a result of the measures based on the Article.

Article 13 Intellectual Property Rights

Members shall agree that the Company owns all intellectual property rights relating to Contents provided by the Company in the Service, and all profits acquired therefrom.

Article 14 Prohibited Acts for Members

Members are prohibited from performing any of the following acts:

- (1) Use of the Service for wrongful purposes;
- (2) Criminal acts such as fraud, acts that leads to crimes, or acts to use the Service for the purpose of acts relative to the criminal acts;
- (3) Use of the Service for the purpose contrary to the gist and the purpose of the Terms and Conditions, terms and conditions for individuals, and the Service;
- (4) Infringement on the intellectual property rights, portrait rights, publicity rights, honor, privacy

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of the Company, other Members, or third parties;

(5) 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 acts defined in the Obstruction of Business by Damaging a Computer (Penal Code, Article 234-2);

(6) Placing an excessive load on the network or system of the Service;

(7) Sending, providing, or recommending harmful computer programs such as computer viruses;

(8) Acts to change or correct the Service, or acts to analyze source codes of the Service such as anti-ensemble, decompiling, or reverse engineering;

(9) Acts to fraudulently access the whole system connected to the Service without authority, or to fraudulently rewrite or delete information stored in equipment of the Company, or to give damages to the Company;

(10) Acts that violate laws and regulations, judgement, decisions, or order of the court, or legally-binding administrative measures, or acts to encourage those acts;

(11) Acts contrary to public order and morals

(12) Interference with the administration of the Service or acts to damage the credibility of the Company;

(13) All sales activities using an identity as a Member without obtaining an approval from the Company;

(14) Acts to impersonate the Company, other Members, or third parties

(15) Acts to directly or indirectly encourage or facilitate the acts described in the preceding items;

(16) Any other actions deemed by the Company as inappropriate.

2. The Company may claim against Members for any damages incurred by the Company as a result of the violation of the Terms and Conditions by the Members.

Article 15 Non-guarantee

The Company and corporations involved in providing the Service make no guarantee regarding the following items:

(1) No occurrence of problems or failures in PC, communication equipment, or other property of Members or users attributable to the use of the service;

(2) Accuracy of Contents and integrity of goods;

(3) No infringement of Contents with respect to rights of third parties;

(4) Permanency of the Service;

(5) Assurance to reliability or efficacy of goods expected by Members;

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- (6) That the use of the Service has compatibility with contents required by Members or Users;
- (7) That the use of the Service has compatibility with specific purposes of Members;
- (8) No occurrence of interruptions, errors, or failure in the use of the Service; and
- (9) That the use of the Service has compatibility with law and regulations applicable to Members or with bylaws of associations.

2. The Company shall have no guarantee of the following matters: that is, Contents provided through the Service are legitimately available; the Company conforms to terms and conditions of service and the like provided by a company other than the Company; or the Company does not infringe rights of third parties.

3. The Company may monitor Contents within the scope of the Terms and Conditions, legal requirement, or Privacy Policy, but the Company shall not assume obligations of management or supervision with respect to the matter of the Contents, and handling thereof.

4. The Company shall assume no responsibility for damages attributable to the Service regardless of the reasons such as suspension, cancellation, termination, non-availability, or changes in providing the Service, or deletion or loss of information, or deletion or loss of accounts, or breakdown or failure of devices, or any other reasons.

5. In the event that any disputes occur between a Member and a third party relative to the Service, the Member shall promptly report the Company accordingly, and shall resolve the disputes with self-responsibility and self-pay burden, and the Company shall not involve in the disputes and shall assume no responsibility.

Article 16 Disclaimer

The Company shall not be involved with usage environment of smartphones, tablets, PC, and the like belonging to Members and shall assume no responsibility therefor.

2. The Company shall assume no responsibility for any damages caused by changes, interruption, or termination of the Service.

3. The Company shall assume no responsibility for obstructions to browsing of the Service due to unexpected factors.

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4. The Company shall assume no obligations of supervision, check, or storage of goods and posted information.
5. The Company shall assume no responsibility for legitimacy, morality, reliability, or accuracy of goods and posted information.
6. The Company shall assume no responsibility for matters relative to Merchants, advertising companies, and clearance agents.
7. The Company shall assume no responsibility for legitimacy, morality, reliability, or accuracy of websites linked from each page of the Service.

Article 17 Measures and the like in Infringement of the Terms and Conditions

When the Company determines that a Member falls or may fall under the following items, the Company may immediately terminate or limit the use of the Service or may cancel membership without any notice (hereinafter referred to “measures to stop the use and the like of the Service”):

- (1) When a Member does not pay an amount of settlement after shopping by a predetermined due date;
- (2) When the Company finds out that a Member inputs member registration by means not prescribed by the Company;
- (3) When the Company finds out that the mode of payment designated by the Company is fraudulently used in the Service, or when a clearance agent designated by the Company stops the clearance of a Member or annuls the clearance;
- (4) When the Company determines that an ID registered in the Terms and Conditions or other terms and conditions and the like established by the Company is used or may be used by antisocial forces or members or relates parties thereof, or when the ID;
- (5) When a Member deceases or receives judgment on commencement of conservatorship, curatorship, or assistantship;
- (6) When a Member received in the past or has received measures to stop the use and the like of the Service;
- (7) When a Member is any one of infancy, adult ward, warrantee, or assisted person, and when the Company finds out that the Member has not obtained consent from his/her legal representative, conservator, curator, or assistant;

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- (8) When a Member is subject to seizure, provisional seizure, temporary injunction, disposition of tax delinquency, or other disposition from public authorities; or when a Member is alleged to commence corporate reorganization procedures or civil rehabilitation procedures, or to file for bankruptcy, or to apply for auction; or when a Member himself/herself has petitioned to commence corporate reorganization procedures or civil rehabilitation procedures or to file for bankruptcy; or when a third party has alleged the aforementioned claims;
- (9) When capital is reduced, business is abolished or changed, or when dissolution has passed a resolution;
- (10) When a Member receives disposition for failure to pay taxes and public dues;
- (11) When the Company determines that a Member or a user is likely to cause damages to be incurred by the Company or third parties by spreading computer viruses or mass e-mails in the use of the Service;
- (12) When the Company is not able to contact a Member by e-mails;
- (13) When a Member fails to comply with the Terms and Conditions, and
- (14) For any other reasons determined by the Company as necessary.

2. Even after taking measures to stop the use and the like of Service, Members shall not waive any obligations or liabilities for a sales contract (including damage compensation obligations, but not limited thereto) with respect to the Company and third parties.

3. The Company shall assume no responsibility with respect to Members or third parties for the measures described in the preceding Paragraph.

Article 18 Withdrawal from Membership

When a Member wishes to withdraw from membership, the Member shall perform procedures of withdrawal by means predetermined by the Company. The Member may not be able to use the Service at the time of withdrawal.

2. When a Member has obligations with respect to the Company such as outstanding account at the time of withdrawal, the Member shall undertake such obligations and shall pay the account.

3. In the event that a Member withdraws from the Service, the Company may delete an account of the Member.

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4. Even after deletion of an account of a Member, the Company may hold and use information on the Member acquired by the Company. The deletion of the account may be performed for any reasons.

5. The provision in the Article shall be applied in a case where the Service is terminated or in a case where a Member is not able to use the Service due to the reasons prescribed in Article 12 or Article 17.

Article 19 Collection and Handling of Information on Members

In regard to handling of information on Members such as registration information, and terminal information, the Company shall conform to the Privacy Policy separately established by the Company, and the Members shall agree that the Company handles the information in accordance with the Privacy Policy.

2. The Company may use registration information provided by Members to the Company, terminal information, other information, and data at the discretion of the Company for the purpose of offering and administration of the Service, or improvement of the Service. Alternatively, the Company may disclose the aforementioned information as statistical data within the scope that may not identify individuals, and the Members shall agree thereto.

3. The Company may provide to third parties statistics regarding information collected and analyzed through the Service based on the purpose prescribed in the preceding Paragraph, and Members shall agree thereto.

Article 20 Compensation for Damages

The Company may make claims for all damages (including costs for experts such as lawyers, and labor costs of the Company) in the event that the damages are incurred due to reasons attributable to Members or users in the fulfillment of a contract (including a case where the Company is claimed by third parties).

2. Company shall assume no responsibility for any damages resulting from the use of the Service. Because of application of Consumer Contract Act or for any other reasons, in the event that the Company assumes liability for damages with respect to a Member regardless of the Article or other regulations prescribing exemption of liability of the Company for damages, the liability of the Company shall be limited to direct and normal damages which are actually incurred by the Member

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and are attributable to the Company.

3. The Company shall assume no responsibility for loss of opportunities, interruption to business, and any other damages (including indirect loss and lost profits) incurred by Members or third parties, even with previous notice representing that the Company may suffer such damages.

4. In the event that a Member delays payment with respect to the Company on obligations such as price of goods, the Member shall pay a late payment charge at a 14.5% annual rate from the next day of the due date to the day of solution.

Article 21 Maintenance of Confidentiality

Members shall confidentially handle unknown information relative to the Service which the Company has disclosed by requiring the Members to handle confidentially, except for a case where there is an advance approval of the Company in writing.

2. Whenever the Company requires, Members shall restate or discard without any delay the information described in the preceding Paragraph, documents in which the information is described or included, other recording media, and any other duplicates thereof in accordance with instructions from the Company.

Article 22 Duration of Force

A sales contract shall effectively continue between the Company and a Member during a period when the Service is provided to the Member, that is, a period from the date when registration of the Member based on Article 3 is completed to the date when the Member withdraws from the Service, or to the date when an account of the Member is deleted, whichever comes first.

Article 23 Changes to the Terms and Conditions, and the like.

The Company may revise the Terms and Conditions, and the like at any time. After revision of the Terms and Conditions, and the like, the revised version shall be applied. Members are assumed to have agreed with the revised Terms and Conditions, and the like when the Members keep using the Service after the revision.

Article 24 Assignment and the like of Status of the Terms and Conditions

Members may not practice assignment (including universal succession due to merger, demerger,

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and the like), or attachment to third parties in regard to the whole or part of status of a sales contract or rights and obligation based on the sales contract without an advance approval from the Company in writing.

2. Provided that the Company assigns business related to the Service to third parties. With assignment and the like of the business, the Company may assign assignees of the business with the status of a sales contract, rights and obligations, registration information, and other information, and Members shall agree thereto in advance. The assignment of the business described in the Paragraph shall include universal succession of the business due to merger, demerger, and the like in which the Company turns into an extinct company or split company.

Article 25 Separability

Even in a case where any one of the articles or a part thereof in the Terms and Conditions is judged as invalid or unenforceable by law and regulations, the parts other than those judged as invalid or unenforceable (hereinafter referred to as “parts with invalidity and the like”) shall take effect continuously and thoroughly. The Company and Merchants shall revise the parts with invalidity and the like within the scope to make the parts legitimate and to grant the parts with enforcement, and the Company shall endeavor to secure the gist of the parts with invalidity and the like and to secure legally and economically equivalent effect thereof.

2. Even in a case where any one of the articles or a part thereof in the Terms and Conditions is judged as invalid or unenforceable in the relationship between a certain Merchant, the fact shall not have effect on validity of the relationship between other Merchants.

Article 26 Governing Law

The Terms and Conditions shall be governed by the laws of Japan.

Article 27 Jurisdiction

Disputes that arise between the Company, Merchants, or Members in relation to the Terms and Conditions shall be subject to a court having jurisdiction of the head office location of the Company as the agreement jurisdictional court of first instance.

Supplementary Provisions

The Terms and Conditions shall be applied from 12/13/2015.

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Created on 12/13/2015

Revised on 7/1/2017