

Terms and Conditions (For Merchants)

Article 1 Terms and Conditions

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

2. Merchants 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.

(3) "Members": individuals or corporations that agree to the Company's Terms and Conditions, and the like and are provided with the Service.

(4) "Merchants": individuals or corporations that sell Intended Goods or other articles or provide services with respect to Members through the Service.

(5) "Password": a string of letters and numbers input by a Member in combination with an email address as a form of verification during login.

(6) "Contents": information accessible to Merchants and Members through the Service (including texts; pictures; animations; voices; music; other sounds and images; software; programs; codes; and other data, but not limited thereto).

(7) "Affiliates": those who agree to the Terms and Conditions for Affiliates separately established by the Company in regard to the Affiliate Service "PRIMO Freedom" administered and provided by the Company, and who apply for affiliate registration of the Service, whereby being accepted by the Company to use the Affiliate Service.

(8) "Intended Goods": goods or services of Merchants designated as the final destinations introduced by specified Affiliate Codes.

(9) "Affiliate Codes": exclusive QR codes linked to pages for selling Intended Goods, and the other means "PRIMO Tag" to introduce Members who are to be targets of an Affiliate Contract.

(10) "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.

Article 3 Method of Notification

Notification from the Company to Merchants shall be sent by means, the Company determines as appropriate, such as e-mails to addresses registered by the Merchants, posting on the Service, and writings.

2. When the Company sends notification to Merchants by e-mails or posting on the Service pursuant to the provision of the preceding paragraph, such notification shall take effect at the time each e-mail is sent or posting is made public on the Service.

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Article 4 Merchant Registration

Providers and the like who wish to use the Service shall apply in the manner specified by the Company upon agreement with the Terms and Conditions.

2. A Provider and the like who makes such an application as prescribed in the preceding Paragraph shall be registered as a Merchant once the Company has accepted the application and completed registration of an ID.

3. The Company shall send announcements on informative matters, advertisements, and other information by email to Merchants' addresses.

4. The Company may deny registration as a Merchant or cancel such registration based on the decision of the Company in the event that a provider and the like who wishes to use the Service falls under any of the following items:

(1) A provider and the like registers as a Merchant through a means not prescribed by the Company;

(2) A provider and the like who was suspended or has been suspended to use the Service for violating the Terms and Conditions or any other terms and conditions, and the like established by the Company in the past;

(3) A provider and the like determined by the Company as having registered through wrongful means;

(4) A provider and the like who has registered information of a third party;

(5) A provider and the like with doubtful credit information;

(6) A provider and the like determined by the Company as falling under Article 15, Paragraph 1; and

(7) Any other Providers and the like determined by the Company as unsuitable.

Article 5 Management of ID and Password

A Merchant shall be responsible for the management of an ID and password used for the Service. The 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 the Merchant, and the Company shall assume no responsibility for the damages.

2. Confirming the matchability of an ID and password, the Company deems that a Merchant registered as having the ID and password has used the Service. The Merchant shall agree to hold responsibility with respect to the Company for any activities or practices that occurs in relation to the registered ID.

3. Contact the Company promptly if there is suspicion of unauthorized use of your ID and password.

Article 6 Handling of Registration Information

A Merchant shall promptly perform procedures necessary to modify registration information when there are any errors in the registration information of the Merchant. The Company shall assume no responsibility in the event that problems are incurred by the Merchant due to negligence of the procedures.

2. The Company shall appropriately handle registration information of Merchants and other information gathered from the Merchants for the use of the Service in conformity with the Privacy Policy separately established by the Company, and Merchants shall agree thereto.

Article. 7 Stance of the Company and Exemption of Liability with respect to Intended Goods

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The Company provides platforms for trading and other dealing of Intended Goods by Merchants. A contract regarding sale and purchase of the Intended Goods (hereinafter referred to as a "Sales Contract and the like") shall be concluded based on consensus between a Merchant and a Member, and the Company shall not be the person concerned or representative of the Sales Contract and the like.

2. The Company shall observe and supervise at the discretion of the Company whether Merchants use the Service in an appropriate manner, and the Merchants shall agree thereto. It should be noted that the Company shall assume no obligations for managing and supervising the fulfillment of obligations of Members based on a Sales Contract and the like.

3. In regard to Intended Goods Merchants are to sell through the Service, the Merchants have full responsibility for their quality, materials, functions, performance, compatibility with other goods, or for damages, loss, disadvantages, and the like caused by the aforementioned matters, and the Company shall assume no guarantee or defrayment relative thereto.

Article 8 Purchase of Goods

Merchants of Intended Goods shall conduct sales of the Intended Goods in accordance with the Terms and Conditions and other regulations established by the Company. The Merchants may set sales price of the Intended Goods at their own discretion, but shall not set below the lowest price predetermined by the Company.

2. When a Member applies for the purchase or use of Intended Goods by clicking the button to place an order in the Service after confirming that the registered delivery destination, ordered items, and the like are correct, an e-mail shall be automatically sent to the Member so that the Member may confirm the order. A Sales Contract for the Intended Goods shall be concluded between the Member and the Merchant concerned at the time when the auto-response email reaches the Member.

3. Regardless of the provisions in the preceding Paragraphs, a Merchant or the Company may cancel, terminate a Sales Contract, or take other appropriate actions with respect to a Member if there is misconduct or inappropriate behavior in the use of the Service.

4. With self-responsibility, a Merchant shall manage the status of Intended Goods of which a Sales Contract has been concluded between a Member, and the Company shall assume no responsibility in the event that problems are incurred by the Merchant as a result of failure to do so.

5. In the event that any disputes occur between a Merchant and a Member relating to the purchase of Intended Goods, the Merchant shall promptly report to 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 9 Return and Exchange of Intended Goods

A Member may cancel Intended Goods of which a Sales Contract has been concluded between a Merchant by the time the delivery of the goods is completed.

2. In the event a Merchant returns or exchanges Intended Goods with respect to a Member, the Member shall be responsible for all postage related to the return or exchange of those goods if the return or exchange is for the Member's convenience, and the Merchant shall be responsible for all other reasons.

3. The Company shall assume no responsibility for the return or exchange of goods for any reasons.

Article 10 Commission and Affiliate Compensation

In regard to Intended Goods a Merchant is to sell through the Service, the Merchant shall pay the price separately predetermined by the Company as a commission for using the Service, upon concluding a Sales Contract and the like between a Member. The amount of the commission shall be separately predetermined in consultation between the Company and the Merchant.

2. In regard to Intended Goods a Merchant is to sell through the Service, the Merchant may predetermine affiliate compensation with respect to an Affiliate. It should be noted that the compensation shall be set within the price or the rate predetermined by the Company.

3. In regard to Intended Goods for which a Merchant predetermines affiliate compensation based on the preceding Paragraph, upon concluding a Sales Contract between a Member, the Merchant shall pay to the Company the affiliate compensation predetermined for the Intended Goods, separately from the commission described in Paragraph 1. In this case, the Company shall collect not only the commission described in Paragraph 1, but also the affiliate compensation separately predetermined by the Company.

4. The commission for using the Service and the affiliate compensation prescribed in the Article shall occur at the time when a Member credits the Company's account with payment or when a credit company deposits the payment into the Company's account.

Article 11 Mode of Payment

Based on entrustment from Merchants, the Company has the authority to bill Members of the Merchants on behalf of the Merchants for the value (hereinafter referred to as "payment" including tax and shipping cost, hereinafter the same shall apply) of Intended Goods sold by the Merchants to the Members.

2. The Company shall aggregate the payment made from Members on every Thursday as a cutoff date. After deducting the Company's commission, affiliate compensation, and transfer fees from the payment for the period, the Company shall make payment to Merchants on every next Monday of the week including the cutoff date. However, in the event that the payment date falls on a holiday recognized by financial institutions, the Company shall make such payment on the next business day.

3. Payment shall be made to accounts in financial institutions designated by Merchants.

Article 12 Outsourcing

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

Article 13 Changes or Suspension of the Service

The Company may take necessary measures such as suspension or cancelation of the Service to change the matters and specifications of the Service without notifying Merchants in advance for the purpose of appropriate administration of the Service. The Company shall assume no responsibility in the event that damages or disadvantages are incurred by the Merchants as a result of such change, suspension, or cancelation.

Article 14 Intellectual Property Rights

Merchants shall agree that the Company owns all intellectual property rights relating to Contents provided by the Company in the Service (copyright, patent right, utility model right, trademark right, design right (including the right to acquire those rights, or the right to apply for registering those

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rights), or ideas, knowhow, and the like, hereinafter the same shall apply) and benefits derived therefrom.

2. The Service may display the Company's trademark, logo, service mark, and the like (hereinafter collectively referred as "the trademark and the like"), but the Company shall not agree to assign the trademark and the like with respect to Members or third parties, or to use by means other than clearly specifying in the Terms and Conditions.

3. In regard to Contents uploaded in the Service, Merchants shall pronounce and guarantee, with respect to the Company, that the Merchants themselves own legitimate rights to send the Contents and that the Contents do not infringe third parties' intellectual property rights, ownership rights, portrait rights, honor, privacy, and other rights.

4. Copyrights to all Contents Merchants have posted, uploaded, or stored in the Service shall be retained by Members themselves who have done the posting and the like, and the Company shall not acquire the copyrights to the posted Contents. However, the Company may carry out duplication, adaptation, automatic public transmission of the Contents, and transmittability thereof necessary for the aforementioned actions for free, for an indefinite period of time, and in unlimited regions within the scope necessary for providing, maintaining, improving, or promoting the Service.

5. Members shall agree not to execute a moral right of an author with respect to the Company or persons who have succeeded or granted with the right from the Company, and Merchants shall agree not to execute the right in the use of Contents.

6. Merchants back up Contents with self-responsibility, and the Company shall assume no obligations to back up the Contents.

Article 15 Prohibited Acts for Merchants

Merchants are prohibited from performing any of the following acts, acts that directly or indirectly cause the following acts, or acts that facilitates the following acts when using the Service:

- (1) Use of the Service for wrongful purposes;
- (2) Infringement on intellectual property rights, portrait rights, publicity rights, or other rights of the Company, Members, or third parties;
- (3) Infringement on privacy of the Company, Members, or third parties;
- (4) Defamation, insult, or obstruction of business with respect to the Company, Members, or third parties;
- (5) Acts that lead to fraud, blackmail, and other criminal activities;
- (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 acts defined in the Obstruction of Business by Damaging a Computer (Penal Code, Article 234-2);
- (7) Sending, transmitting, or recommending harmful computer programs such as computer viruses;
- (8) Anti-ensemble, decompiling, or reverse engineering of the Service;
- (9) Any other criminal acts or acts that violate laws and regulations, judgement, decisions, or order of the court, or legally-binding administrative measures;
- (10) Deliberate exposure or posting of false data and the like;
- (11) Sending or posing, through the Service, information deemed by the Company as falling under the following items:
 - (a) expressions that induce, solicit or encourage suicide or self-injury behaviors, indecent expressions, information about dealing drugs or dangerous drugs, or expressions that encourage the use of such drugs;

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- (b) promotion and advertisement on religious activities, religious organizations, political activities, or political organizations;
 - (c) chainmail, pyramiding, read e-mail, or illegal solicitations and advertisements;
 - (d) information that may have harmful effects on infancy;
 - (e) cruel expressions, sexual expressions, and other information that may bring a discomfort feeling to others;
 - (f) information such as one-click fraud website, and pornographic website, and links to these pieces of information; and
 - (g) information relative to the aforementioned items, and other information determined by the Company as inappropriate.
- (12) Falsification, deletion of information on the Company, Members, or third parties;
 - (13) Illegal use of equipment belonging to the Company, Members, or third parties to interfere with the administration of such equipment;
 - (14) All sales activities using an identity as a Merchant without obtaining an approval from the Company;
 - (15) Acts to impersonate the Company or other Members;
 - (16) Acts to use the Service with other Members' accounts;
 - (17) Acts to share one account among plural persons;
 - (18) Acts that may lead to an offer of illegal profit to antisocial forces;
 - (19) Acts contrary to laws and regulations, the Terms and Conditions, or public order and morals;
 - (20) Interference with the administration of the Service or acts to damage the credibility of the Company; and
 - (21) Any other actions deemed by the Company as inappropriate.

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

Article 16 Non-guarantee

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

- (1) Compliancy with OS versions of smartphones, tablets, PCs, and the like belonging to Merchants or Members in the use of the Service, and no occurrence of problems or failures in the use thereof;
- (2) Accuracy of Content 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;
- (6) That the use of the Service or matters of Contents uploaded to the Service have compatibility with specific purposes of Merchants or Members, product value, accuracy, usability, integrity, legality, and compatibility with bylaws of associations applicable to the Members;
- (7) No occurrence of interruptions, deficiency, errors, bugs, or failure in security when using the Service.

Article 17 Disclaimer

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

2. The Company shall assume no responsibility for matters relative to advertising companies and clearance agents.

3. The Company shall assume no responsibility for legitimacy, morality, reliability, or accuracy of websites linked from each page of the Service.

Article 18 Discontinuation and Termination of the Service

Merchants may withdraw from the Service at any time by deletion of their accounts or by other means predetermined by the Company. A Merchant withdrawn from the Service shall not be able to use the Service at the time of withdrawal. However, in the event that obligations in a Sales Contract and the like are not fulfilled, the Merchant shall not withdraw until the obligations are fulfilled.

2. Even after the withdrawal from the Service, Merchants shall not waive any obligations or liabilities of a Sales Contract that have already occurred with respect to the Company and third parties.

3. In the event that a Merchant falls under any of the following items, the Company may immediately terminate or limit the use of the Service or may take measures such as deletion of the Merchant's account (hereinafter referred to as "measures to stop the use and the like") without notifying the Merchant.

(1) When a Merchant is subject to seizure, provisional seizure, temporary injunction, disposition of tax delinquency, or other disposition from public authorities; or when a Merchant is alleged to commence corporate reorganization procedures or civil rehabilitation procedures, or to file for bankruptcy, or to apply for auction; or when a Merchant itself 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;

(2) When capital is reduced, business is abolished or changed, or when dissolution has passed a resolution;

(3) When a Merchant receives disposition for failure to pay taxes and public dues;

(4) When a Merchant deceases or receives judgment on commencement of conservatorship, curatorship, or assistantship;

(5) When a Merchant is any one of infancy, adult ward, warrantee, or assisted person, and when the Company finds out that the Merchant has not obtained consent from his/her legal representative, conservator, curator, or assistant;

(6) When the Company determines a Merchant has caused or is likely to cause damages incurred by the Company or third parties by spreading computer viruses or mass e-mails in the use of the Service;

(7) When a Merchant fails to reply inquiries from the Company or other notification that requires response for 30 days or more;

(8) When a Merchant fails to comply with the Terms and Conditions, or when the Company receives a report that a Merchant has breach the Terms and Conditions; and

(9) For any other reasons determined by the Company as necessary.

4. Even after taking measures to stop the use and the like, Merchants shall not waive any obligations or liabilities of a Sales Contract with respect to the Company and third parties.

5. The Company shall assume no responsibility with respect to Merchants or third parties for measures based on the article.

Article 19 Changes, Suspension, Termination of the Service

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

2. The Company may terminate the Service at the discretion of the Company by notifying Merchants in advance with posting on the Service or websites administered by the Company, or with other means determined by the Company as appropriate. It should be noted that the Company may not notify the Merchants in the case of emergency.

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

- (1) When 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 Merchants 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.

2. The Company shall assume no responsibility for damages incurred by Merchants due to measures taken by the Company based on the Article.

Article 20 Compensation for Damages

The Company may make claims for all damages in the event that the damages are incurred due to reasons attributable to Merchants in the fulfillment of a Sales Contract (including a case where the Company is claimed for damages for the reason of the action, and for any other damages (including either direct or indirect lost profits, costs for experts such as lawyers, and labor costs required by the Company for settlement).

2. Company shall assume no responsibility for any damages resulting from the use of the Service, loss of opportunities, interruption to business, and any other damages (including indirect loss and lost profits) that are incurred by Merchants or third parties, even with previous notice indicating that the Company may suffer such damages.

3. Regardless of the provisions in the preceding Paragraphs, even in a case where the Company is to assume responsibility for damages from a legal perspective, the Company shall assume responsibility only for direct and normal damages actually incurred by Merchants, and the upper limit on compensation payouts shall be 1 million yen.

Article 21 Maintenance of Confidentiality

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

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

Article 22 Changes to the Terms and Conditions, and the like

The Company may revise the Terms and Conditions, and the like at any time. The revised Terms and Conditions, and the like shall take effect once the revision has been posted on the Service, except

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that the Company separately prescribes the effective date.

2. After revision of the Terms and Conditions, and the like, the revised version shall be applied. Merchants are assumed to have agreed with the revised Terms and Conditions, and the like when the Merchants keep using the Service after the revision and do not withdraw within the period predetermined by the Company.

Article 23 Assignment of Rights and Obligations

Merchants shall not practice assignment, succession, attachment to third parties, or shall not practice any other disposition in regard to rights, obligations, or status of the Merchants based on a Sales Contract, except for a case where there is an advance approval of the Company in writing.

2. Provided that the Company assigns business related to the Service to third parties, or the Company practices universal succession of the business related to the Service due to merger, demerger, and the like in which the Company turns into an extinct company or split company. With assignment and the like of the business, the Company may assign assignees or successors of the business with the status, rights, obligations of a Sales Contract relative to the use of the Service, and also with registered information, and other information on Merchants, and Merchants shall agree thereto in advance.

Article 24 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 25 Governing Law

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

Article 26 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.

Revised on 7/1/2017