

Terms and Conditions (For Merchants)

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. Merchants 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) 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 this 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

Notification from the Company to merchants shall occur by email to the address registered by the merchant, posting through the service, or written document as considered appropriate by the Company.

2. When the Company sends notice to merchants by email or posting through the service pursuant to the provisions of the preceding paragraph, such notices shall take effect at the time each email is sent or posting is made public on the service.

Article 4 Merchant Registration

Business persons, etc. who wish to use the service shall apply in the method specified by the Company upon agreement with these Terms.

2. Business persons, etc. who make such application as prescribed in the preceding paragraph shall be registered as merchants once the Company has accepted the application and completed ID registration.
3. The Company shall send announcements on informative matters, advertisements, and other information by email to the merchant's address.
4. In the event a business person, etc. who wishes to use this service falls under any of the following items, the Company may deny registration as a merchant or cancel such registration based on the judgement of the Company.
 - ① The business person registered as a merchant through a method not established by the Company
 - ② The business person has previously had his/her merchant 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 business person has registered through wrongful means
 - ④ The business person registered the information of a third party

- ⑤ There is a problem with the business person's credit information
- ⑥ For any other reason the Company deems the business person unsuitable

Article 5 ID and Password Management

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

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

Article 7 Purchase of Goods

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

- 2. The merchant shall conduct sales in accordance with these Terms and other provisions established by the Company. The merchant may set their own prices, but not below the lowest price stipulated by the Company.
- 3. Members purchase or use a merchant's goods in an established method developed by the Company.
- 4. 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.
- 5. 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.
- 6. 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

In the event the merchant accepts return or exchange of goods from 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; the merchant shall be responsible for all other reasons. The Company shall assume no responsibility for the return or exchange of goods for any reason.

Article 9 Method of Payment

The Company has the authority to bill members on behalf of the merchant for payment of products sold by the merchant to the member (the purchase price including tax and shipping cost; hereinafter the same shall apply).

- 2. Once payment has been completed by a member for a purchased product, the Company shall receive the total (not including tax) of 10% of the product price (including tax and shipping) as commission. The amount of commission may be determined separately in consultation between the Company and the merchant.
- 3. The commission prescribed in the preceding paragraph shall occur when payment is sent by the member to the Company or when payment is received from the credit

card company.

4. The Company shall aggregate payments made from the Monday (start date) through the Sunday (end date) of the week in which payment as prescribed in the preceding paragraph is made, and after deducting the Company's commission and transfer fees from the payments for that period, shall make payment to the merchant on the Friday the week after the next week. Provided, however, in the event the payment date falls on a holiday recognized by financial institutions, the Company shall make such payment on the next business day.
5. If the amount to be paid to the merchant is small, the Company may carry that payment forward upon notifying the merchant.
6. Payments shall be made to the account at the financial institution designated by the merchant.

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.

Article 11 Outsourcing

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

Article 12 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 merchant beforehand if such measures are for the purpose of appropriate administration of the service. The Company shall assume no responsibility in the event the merchant incurs damages or disadvantage as a result of such change, interruption, or suspension.

Article 13 Intellectual Property Rights

The merchant 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 14 Prohibited Acts for Merchants

The merchant 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, of obstruction of business
- ⑤ Acts that 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 merchant 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 merchant for any damages incurred by the Company as a result of the violation of these Terms by the merchant.

Article 15 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 merchants 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 merchants or users
- ⑦ That interruptions and errors in the service will not occur

Article 16 (Disclaimer)

The Company is not involved with the use environment of smartphones, tablets, PC, etc. belonging to merchants and 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 17 Discontinuation of the Service

When the any of grounds falling under any of the following items has occurred with regard to the merchant, the Company may immediately suspend or limit use of the

service or delete the merchant's account without notifying the merchant.

- 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 merchant 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 merchant 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 merchant or third parties.

Article 18 Compensation for Damages

The Company may make claims for damages if loss is incurred as a result of reasons attributable to the merchant 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 merchant 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 19 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 merchant is assumed to have agreed with the revised Terms and Conditions, etc. when using the service after the revision has occurred.

Article 20 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 21 Governing Law

These Terms shall be governed by the laws of Japan.

Article 22 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.

Created 8/25/2016