

Terms and Conditions of Membership

Article 1 (Membership)

1. "Member" means an individual who consents to these Terms and Conditions of Membership (hereinafter "Terms") and applies for membership on this website (hereinafter "this Site"; the services provided on this Site are hereinafter referred to as "Services") in accordance with the membership registration procedure indicated by us. In these Terms, a Member may be referred to as "you" (or "your") as appropriate.
2. "Membership Information" includes, for example, information relating to a Member's membership property disclosed to us by such Member himself/herself, and information on a Member's transaction history.
3. These Terms apply to all Members and shall be observed by Members at the time of the membership registration procedure and also after the registration. You shall be solely responsible for your membership registration, and your membership registration constitutes your agreement to these Terms.
4. Please note that we can ship our products only to addresses in Japan, as provided for in the User's Guide.

Article 2 (Membership Registration)

1. Membership qualification

- (1) Solely individuals who live in Japan are qualified for membership registration.
- (2) An underage individual can apply for membership registration only under his/her parents' (or custodian's) prior consent.
- (3) You shall declare and warrant before applying for membership that you do not fall under any one of the following i) and ii) currently and also in the future. We may revoke your membership if concretely and reasonably you are suspected to violate any one of the following i) or ii):
 - i) You are not and will not join a gang, gang-related party or other anti-social force;
 - ii) You do not and will not defame/slander others, and do not and will not conduct an act or behavior that may be fraudulent, violent or threatening or that may be an undue claim or obstruction of business either by you or through the use of third parties, .

(4) If you satisfy the requirements from (1) to (3) above, agree to these Terms and apply for membership, you are qualified as a Member after the completion of the membership registration procedure, provided, however, that we may refuse your membership registration if your membership has ever been revoked, if five (5) years have not passed from the date on which you quit being a gang member, or if we deem that you are not qualified to become a Member for any other reason.

(5) A membership application shall be made by the person himself/herself who wants to become a Member. No membership application by proxy shall be permitted.

2. Entry of membership information

You are advised to read carefully the information entry guidance before applying for membership registration to enter correct information in the entry form. Special symbols, old-style Chinese characters, Roman numbers and some other characters/symbols cannot be used. If any such character is used for entry, we will change it to another permitted character.

3. Password administration

(1) A Member's password can be used solely by such Member, and can neither be assigned nor rented to any third party.

(2) You shall administer your password by yourself at your responsibility and take reasonable measures to avoid your password to be known or supposed by others. Periodically changing your password is one of the effective measures to avoid such problem.

(3) When you express your intention by using your password, it shall be deemed your own intention, and you shall be solely responsible for any and all expenses incurred from such expression of your intention.

Article 3 (Changes)

1. If there is any change of the registered information, including but not limited to your name and address, you shall promptly change the registered information by yourself.

2. We shall not be responsible for damages caused to you due to your omission/failure to change the registered information. Please note that transactions done before a change of the registered information are done based on the old information.

Article 4 (Withdrawal from Membership)

If you wish to withdraw from membership, you shall take the withdrawal procedure by yourself. Once the withdrawal procedure is completed, your membership will be withdrawn.

Article 5 (Termination of Membership and Indemnification)

1. We shall have the right to terminate your membership if (i) you provided false information at the time of application for membership registration; (ii) you did not pay for a product ordered for purchase on this Site; or (iii) we deem otherwise that you are disqualified for membership.

2. We shall have the right to cancel your membership if you do not access this Site for more than three (3) years.

3. You shall be responsible for indemnifying us if you take any of the following actions:

- (1) illicitly using your membership number or password;
- (2) obstructing our business by, for example, accessing this Site to alter the information on this Site, or by sending a harmful computer program to this Site;
- (3) infringing on our intellectual property rights (including copyrights, trademark rights and other intellectual property rights); or
- (4) otherwise taking an act that violates these Terms.

Article 6 (Handling of Membership Information)

1. Principally, we will not disclose a Member's membership information to any third party without obtaining such Member's prior consent, provided, however, that we may disclose a Member's membership information and/or other information without obtaining such Member's prior consent, if:

- (1) We are required to disclose such information under applicable law; or
- (2) We determine that it is necessary to disclose such information to protect our rights, interests or fame.

2. We will administer the membership information in accordance with our Privacy Policy. We shall have the right to use the membership information within our company for the purposes of provision of Services to Members, improvement of Services, promotion of use of Services, and healthier and smoother administration of Services.

3. We shall have the right to provide information through an e-mail newsletter and in other ways (including advertisement) to Members. If you do not wish to receive such provision of information, you can inform us your intention not to receive such information in a way prescribed by us, and then we will stop providing such information. Please note that provision of certain information that is necessary for the administration of Services cannot be stopped by the request of a Member.

Article 7 (Prohibitions)

Members are prohibited from taking the following actions in their use of Services:

1. breaching applicable laws, these Terms, precautions to be preserved for using Services, precautions to be preserved when purchasing a product through Services and other terms and conditions related to this Site and Services;
2. damaging the rights, interests or fame of our company or of third parties;
3. adversely affecting a youth's physical and mental health, or offending public order and morals;
4. causing trouble or causing a feeling of discomfort to other users of this Site or other third parties;
5. entering false information;
6. sending or filling in harmful e-mails or computer programs;
7. fraudulently accessing our server or computers;
8. renting or assigning your password to a third party or sharing your password with a third party; or
9. otherwise taking an action that we deem inappropriate.

Article 8 (Suspension/Stop of Services)

1. We may suspend or stop all or a part of Services without giving prior notice in order to keep the good operating condition of Services in the following cases:
 - (1) if it is necessary for periodic or emergent maintenance of our system;
 - (2) if the system load becomes too intensive;
 - (3) if it becomes difficult to operate the system for fire, electricity outage or obstructive behavior by a third party; or
 - (4) otherwise if we determine that it is necessary to suspend or stop our system for an inevitable reason.

Article 9 (Change/Discontinuance of Services)

We may at our sole discretion change or discontinue all or a part of Services without giving prior notice, as it becomes necessary.

Article 10 (Disclaimer)

1. We shall not be responsible against Members for any suspension, delay or stop of Services (including but not limited to those caused by the failure of a communication line or the computer system, or those caused by maintenance), loss of data, damage caused by fraudulent access to the data, or other damage caused to Members in connection with Services.
2. We cannot warrant that no computer virus or other harmful material is contained in the e-mails and/or content sent from our webpage, server or domain.
3. We shall not be responsible for any damage caused to a Member due to such Member's breach of these Terms and other terms and conditions related to this Site and Services.
4. Except where otherwise agreed between a Member and us, in no case will we accept responsibility for any damage, loss or disadvantage suffered by a Member or a third party by use or non-use of this Site.

Article 11 (Revision of These Terms)

We can revise these Terms, or add supplemental terms and conditions (hereinafter "Supplemental Terms") at any time at our discretion. **Revision of these Terms and addition of Supplemental Terms shall take effect on the revision date.** Members shall automatically abide by such revised Terms or added Supplemental Terms.

Article 12 (Governing Law and Jurisdiction)

Any dispute arising out of or in connection with these Terms shall be construed and governed in accordance with the laws of Japan, and the Niigata District Court shall have exclusive jurisdiction in the first instance.

Established on: July 1, 2016

Revised on: October 1, 2020