

**General Terms and Conditions  
on  
D.e-Express Service**

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## **Chapter1. General Rules**

### **Article1. Application of these GTC**

1. TOYOTA SYSTEMS CORPORATION ("TS") agrees to render D.e-Express Services (the "Services") in accordance with these General Terms and Conditions (these "GTC").
2. TS may provide for special terms and conditions as necessary in connection with these GTC. The special terms and conditions shall be integral parts of these GTC. If any provisions of the special terms and conditions conflict with these GTC, the provision of the special terms and conditions shall prevail.
3. The Contractors shall comply with these GTC and the special terms and conditions.
4. These GTC shall be subject to the Convention on International Telecommunication (Geneva Convention 1992), the Telecommunications Business Act of Japan (Act No.86 dated December 25, 1984 ("Denki Tsushin Jigyo Ho" in Japanese), Japanese law and foreign law, and other rules and regulations prescribed by those engaged in electric telecommunication business in or outside of Japan.

### **Article2. Amendment**

1. TS may amend these GTC from time to time. After amendment, the terms and conditions of the Services shall be subject to the amended GTC.
2. If these GTC are amended, such amended GTC will be displayed on the website designated by TS, instead of being notified or explained directly to the Contractors.
3. Notwithstanding the preceding paragraph, if any amendment of these GTC is made in a manner unfavourable to the Contractors, such amendment and its effective date shall be notified in advance to the Contractors in writing, by facsimile, or by e-mail designated by TS.

### **Article3. Detailed Rules**

1. Detailed rules which are necessary for rendering the Services but not prescribed herein shall be separately set forth by TS.
2. Specifications of D.e-Express Service which are necessary for rendering the Services shall be deemed to be integral parts of the detailed rules.
3. If any of the provisions of the detailed rules is amended, the provisions of Paragraphs 1 and 2 of Article 2 shall apply mutatis mutandis.

### **Article4. Definitions**

1. "D.e-Express Services" shall mean data exchange services on cloud computing (SaaS) to be available through ATI and/or the internet.
2. "ATI" shall mean the membership-based intranet system network, into which members are admitted in accordance with its membership rules, to connect Toyota Motor Corporation, its group companies and other companies in relevant businesses.
3. "Contractor" shall mean a legal entity who executes the Service Contract with TS.
4. "D.e-Express Responsible Person" shall mean a person appointed by the Contractor, who is responsible for contacting and consulting with TS and who will appoint D.e-Express Administrator.
5. "D.e-Express Administrator" shall mean a person appointed by D.e-Express Responsible Person, who will be in charge of administrative work for the use of D.e-Express in the Requesting Company or in the Requested Company, respectively.

D.e-Express Administrator in the Requested Company shall make such application to the Requesting Company as registration, amendment or deletion in connection with the User whom the D.e-Express Administrator is in charge of.

D.e-Express Administrator in the Requesting Company shall make such application to TS as registration, amendment or deletion in connection with the User whom the D.e-Express Administrator is in charge of and in connection with the User of the Requested Company.

D.e-Express Administrator in the Requesting Company and in the Requested Company shall be a recipient of questions from Users whom the D.e-Express Administrator is in charge of.

6. "User" shall mean a user of the Services who is permitted by D.e-Express Administrator in the Requesting Company or in the Requested Company.
7. "Requesting Company" shall mean a person or corporation who, upon application of the Services, executes a contract with TS as an owner of the Services or is designated as Requesting Company(ies) by the Contractor.
8. "Requested Company" shall mean a person or corporation who is designated by Requesting Company to be the recipient of data through the use of the Services.
9. "Beneficiary" shall mean a person or corporation who will be deemed to have accepted to have benefit of the Services as D.e-Express Responsible Person, D.e-Express Administrator, User, Requesting Company or Requested Company.
10. "Service Commencement Date" shall mean the date of starting the Services by TS after setting up a requisite environment for rendering the Services in accordance with the contract.
11. "User ID" shall mean an identification to be used together with User Password to identify and verify the User.
12. "User Password" shall mean a password to be used together with User ID to identify and verify the User. User Password shall be issued to User in accordance with procedures separately prescribed by TS.
13. "User Account" shall mean a set of User ID and User Password necessary for a User to make access to and utilize the Services.
14. "Consumption Tax Amount" shall mean the amount of consumption tax to be levied upon the Services in accordance with the Consumption Tax Act (Act No.108 dated December 30, 1988) and its relevant rules as well as the Local Tax Act (Act No.226 dated July 31, 1950) and its relevant rules. (Or it shall mean such amount of consumption tax to be levied as these laws and rules are amended in the future.)

## **Chapter2. D.e-Express Service**

### **Article5. Types of Services**

1. The Services provided by TS shall consist of the following services:

|                 |   |
|-----------------|---|
| Basic Services  | Cloud-type data exchange services which can be used through ATI or the internet.  |
| Option Services | Extended data exchange services and operation support function services for Contractors who are using the Basic Services. |

2. Only a legal entity can be a Contractor.
3. Application for Basic Services shall be made by a legal entity or each of its departments.
4. Only Contractors who are using Basic Services may apply for Option Services.

### **Article6. Responsibility of Contractor**

1. The Contractor shall appoint the D.e-Express Responsible Person.
2. The Contractor shall cause the D.e-Express Responsible Person to be in charge of contacting and consulting with TS.
3. If the Contractor changes the D.e-Express Responsible Person, the Contractor shall immediately notify TS thereof in writing.
4. The Contractor shall cause the Beneficiary to bear the same obligations as those of the Contractor hereunder.
5. The Contractor shall be responsible for performing any and all obligations hereunder.

### **Article7. Abolishment of the Services**

1. TS may abolish all or part of the Services for convenience.
2. TS may abolish all or part of the Services by notifying the Contractor in writing, by facsimile, or by e-mail designated by TS, at least three (3) months prior to such abolishment.

### **Article8. After Termination of the Services**

1. After the service contract expires, or if the service contract is cancelled or terminated for any reason, the Contractor and the Beneficiary shall not use the Services.
2. In the event of Article7 or the preceding paragraph, within thirty (30) days after such event, the Contractor shall return to TS all materials provided by TS, including service specifications, or destroy them in accordance with TS's instructions and send a certificate of destruction to TS.
3. Any and all information registered in the Services shall be deemed to be waived by the Contractor and the Beneficiary after the termination of the service contract, and TS may delete such information at its responsibility.

### **Article9. Information Control**

1. The Contractor shall take any and all cares at its cost and its responsibility to prevent a breakdown of TS's facilities from causing a loss of information issued or received by the Contractor through the use of the Services.
2. The Contractor and the Beneficiary shall understand and agree that a loss of information due to an unavoidable reason could be caused by a breakdown of TS's facilities, and that TS shall not be responsible for any losses or damages to be incurred by the Contractor, the Beneficiary or any third party in connection with the loss of information.

### **Chapter3. Service Contract**

#### **Article10. Service Contract Unit**

An individual service contract shall be concluded for each application for the Services under Paragraph 3 of Article 5 hereof.

#### **Article11. Conclusion of Contract**

1. An individual service contract (the "Contract") shall come into effect when TS accepts the application for the Contract after the Contractor fills out all necessary items in the application form designated by TS and submits the form to TS .

In such case, TS shall notify the Contractor of the acceptance specifying the Service Commencement Date in writing, by facsimile, or by e-mail designated by TS.

2. Notwithstanding the preceding paragraph, in the event that the applicant who has made an application for the Contract falls under any of the following subparagraphs, TS may decline to accept the application:

- (1) The applicant has in past fallen under any of the subparagraphs of Paragraph 1 of Article 18;
- (2) The applicant has provided false information in the application form of the Contract;
- (3) The bank account designated by the applicant for payment has been seized by collection agencies or financial institutions;
- (4) The applicant has failed, or in the opinion of TS is likely to fail, to perform obligations of other contract concluded with TS;
- (5) The applicant's other contract with TS has been terminated or other service has been suspended due to the applicant's illegal use, etc.;
- (6) TS considers that it is extremely difficult, for technical reasons, to accept the application;
- (7) It is revealed or suspected that the applicant has a relationship with anti-social forces; or
- (8) TS determines at its reasonable discretion that there will be a problem for the TS's business operation.

#### **Article12. Minimum Term of Contract**

The minimum term of Contract shall be twelve (12) months starting from the Service Commencement Date.

Unless any notice of termination is made by the Contractor prior to the expiration date of the minimum term, the Contract shall be automatically extended on a monthly basis.

#### **Article13. Cancellation before Expiration of Minimum Term of Contract**

1. The Contractor may cancel the Contract in the manner prescribed by TS even prior to the expiration of the minimum term of the Contract.

2. If the Contractor cancels the Contract prior to the expiration of the minimum term of the Contract, the Contractor shall pay in a lump sum by the due date designated by TS the service charges for the remaining period of the minimum term, the amount of which shall be calculated in accordance with the number of registered IDs of the User as of the date of the cancellation request.

### **Chapter 4 Obligations of Contractor**

#### **Article14. Notification of Changes in the Information Provided in the Application Form**

1. If there is any change in the information provided in the application form, such as name, address or e-mail address, the Contractor shall promptly notify TS thereof using the document designated by TS.

2. If the Contractor desires to change any of the matters prescribed in the following provisions, the Contractor shall provide notice to that effect to TS using the document designated by TS no later than thirty (30) days prior to the specified date of change.

- (1) Change of the payment method of service charges;
- (2) Change of the financial institution or the bank account used for bank transfer;

- (3) Change of other matters in relation to bank transfer; or
  - (4) Change of the contents of the Services that the Contractor uses.
3. If the Contractor notifies TS of any change falling under any of the subparagraphs in the preceding paragraph, TS shall handle it in accordance with Paragraph 1 of Article 11 hereof as applied mutatis mutandis.
  4. If TS accepts the change in accordance with the preceding paragraph, TS shall, in principle, handle it assuming that the change has taken effect on and after the date specified by the Contractor, provided, however, that, with respect to Subparagraphs (2) or (3) of Paragraph 2, the effective date may be changed for the convenience of financial institutions.

#### **Article15. Succession of Status of Contractor**

1. If the contractual status of the Contractor is succeeded by merger or corporate split, etc., the corporation which survives the merger or corporate split, etc. or the corporation which is established by the merger or corporate split, etc. shall provide TS a notification to that effect in the manner prescribed by TS, together with documentation evidencing such succession, within thirty (30) days from the date of succession.
2. In the case that the representative of the Contractor is changed, the provisions of the preceding paragraph shall apply mutatis mutandis.
3. Until the representative change is notified to TS pursuant to the preceding paragraph, TS may treat any one of the persons who appears to be in such position as the representative of the Contractor.

#### **Article16. Use of Services**

1. Contractor shall use the Services by securing proper operation and action environment, in accordance with these GTC, special terms and conditions separately provided for by TS, service specifications and other rules which TS may notify the Contractor from time to time.
2. If any change in or addition to any system of the Contractor's business facilities is made and such change or addition might affect the use of the Services, the Contractor shall notify TS thereof prior to such change or addition so as to maintain good operation of the Services.
3. The Contractor shall keep any and all contents which will be notified by TS from time to time in connection with the Services.
4. The Contractor shall assume full responsibility for information transmitted through the Services and shall indemnify and hold TS harmless from any losses and damages arising from the information transmission.
5. If the Contractor causes any damages to the Beneficiary or any third party, or the Beneficiary causes any damages to or any dispute with a third party, the Contractor shall settle such damages or dispute at its own expense and responsibility, and shall hold TS harmless from and against any losses and damages arising therefrom.
6. The Contractor warrants that the Contractor and its directors, company auditors, officers and employees have no relationship with anti-social forces.
7. The Contractor shall assume full responsibility for any acts or omissions by the Beneficiary and shall indemnify and hold TS harmless from any losses and damages caused by the Beneficiary's acts or omissions.

#### **Article17. Management of User ID and Password**

1. The Contractor shall cause the D.e-Express Administrator to manage the User ID and the User Password which are under the control of the D.e-Express Administrator.
2. The Contractor shall cause the D.e-Express Administrator to properly use the User ID and the User Password which are under the control of the D.e-Express Administrator.
3. The Contractor shall cause the Beneficiary not to lend, transfer, rename or pledge to a third party the User ID and the User Password which are under the control of the Beneficiary.
4. TS shall not be liable for any damages suffered by the Contractor or the Beneficiary as a result of divulgence or misuse or a third party's unlawful use of the User ID or the User Password except for



such damages caused by TS's fault.

5. If D.e-Express Administrator causes any loss and damages to TS by divulgence or misuse or third party's unlawful use of the User ID and the User Password which are under the control of the D.e-Express Administrator, the Contractor who has appointed the D.e-Express Administrator shall fully compensate TS for the losses and the damages arising therefrom.
6. The D.e-Express Administrator shall allocate one User Account to each of Users whom the D.e-Express Administrator is in charge of.

#### **Article18. Prohibited Acts**

1. When using the Services, the Contractor shall not do any of the following acts:
  - (1) use the User ID and the Password in an illegal manner, or allow any third party to use them;
  - (2) use the Services without making notification to, or obtaining approval from, any administrative agencies in accordance with any applicable laws or regulations which obligate the Contractor to do so;
  - (3) use the Services in a manner which causes or is likely to cause disadvantage or damage to other Contractors or Users who are utilizing, directly or indirectly, the Services;
  - (4) use the Services by disguising as a third party;
  - (5) do anything that causes or is likely to cause disadvantage or damage to TS or any third party;
  - (6) enable any third party to receive any harmful computer program service, etc.;
  - (7) access without any authorization to, or cause any disadvantage to the use or operation of, any third party's facility or the facilities for the Services (such facilities hereinafter means any transmitting equipment, communication network, computer, other equipment and software to be prepared by TS to render the Services);
  - (8) alter or delete information of TS or any third party;
  - (9) use or provide any harmful programs such as computer virus through or in relation to the Services;
  - (10) infringe upon or to be likely to infringe upon copyrights, trademarks or any other intellectual property rights of TS or any third party;
  - (11) infringe upon any third party's property, privacy or image right;
  - (12) collect, utilize or divulge private information of any third party without approval or in a fraudulent manner;
  - (13) discriminate against or libel any third party, or impair the reputation, credit or honor of any third party;
  - (14) do any act that leads to or is likely to lead to criminal acts such as swindle;
  - (15) transmit or show any image or document which contains obscenity, child's pornography or child abuse, to sell any medium containing them, or to show or transmit any advertisement that suggests such medium is to be transmitted, showed or sold;
  - (16) set up and or solicit a multi-level marketing scam;
  - (17) do pre-election campaigning, election campaigning, any act similar thereto or any act violating the Public Officers Election Act (Act No. 100 dated April 15, 1950);
  - (18) reverse-engineer, decompile or deassemble whole or any part of the Services;
  - (19) alter, delete or make unclean any representation of copyright, author's moral right and other intellectual property right belonging to TS or any third party;
  - (20) use any private information obtained in the course of utilizing the Services for any purpose other than utilizing the Services;
  - (21) violate these GTC or public order and morality, to hamper the operation or maintenance of the Services, to impair the credit of TS, or to infringe upon TS's property;
  - (22) violate or to be likely to violate any Japanese law or foreign law; or
  - (23) do any other act TS will regard improper or inappropriate.
2. If TS finds it necessary to check whether any act falls upon any one of the subparagraphs referred to in the preceding paragraph, TS may request the Contractor to cooperate with TS and the Contractor shall promptly agree to do so.

## **Article19. Preparation of Facilities**

The Contractor shall, in advance and at its own responsibility and expense, make preparations of facilities (communication facilities, software and any other facilities which will be necessary) required to use the Services, conclude a network agreement, and sign up for internet services and the like.

## **Article20. Connection with Other Network**

1. Handling and using of the Services may be restricted by laws of foreign countries, the terms and conditions and the like prescribed by communications carriers in Japan and abroad.
2. When the Contractor communicates through some other network in Japan and abroad, the Contractor shall comply with laws of all countries where communications pass through and with the terms and conditions and the like prescribed by communications carriers.

## **Chapter5. Maintenance**

### **Article21. Responsibility for Maintenance by TS**

1. TS shall maintain and manage facilities for the Services installed by TS so as to comply with the Regulations concerning Telecommunications Facilities for Telecommunications Business (Ministerial Ordinance of the Ministry of Posts and Telecommunications No. 30 dated April 1, 1985).
2. When TS becomes aware that a fault occurs to the facilities of TS or the Services, or that such facilities are damaged, TS shall promptly repair the fault and restore the facilities. In such a case, when TS cannot promptly repair the fault occurred to all Contractors or restore the facilities, TS may repair and restore the facilities in such order of priority as to secure highly required public communications.

### **Article22. Customer Support**

1. TS shall set up the customer support center during the term of the Contract and offer customer support service solely for any and all questions from each of the D.e-Express Administrator.
2. The customer center shall receive questions 24 hours a day and 365 days a year.
3. The customer center shall receive questions through e-mail or telephone call designated by TS.

### **Article23. Responsibility for Maintenance by Contractor**

1. The Contractor shall maintain and manage the terminal equipment of the Contractor and the Beneficiary in good condition so as not to obstruct the provision of the Services by TS.
2. If the Contractor finds any fault in the facilities of TS or in the Services when using the Services, the Contractor shall request TS to repair or restore them after confirming that no fault exists in the facilities of the Contractor.
3. With respect to the confirmation of faults pursuant to the preceding paragraph, when a request is made by the Contractor, TS may conduct a test in the TS's center by the method separately prescribed by TS and notify the result to the Contractor in the manner prescribed by TS.
4. As a result of the test pursuant to the preceding paragraph, if it has turned out that the cause of the fault is that of the terminal equipment or the independent telecommunications facilities installed by the Contractor or the Beneficiary, TS may request the Contractor to pay the amount of the actual costs and expenses required to conduct the test by notifying in advance that the test is charged. In such a case, the Contractor shall pay the amount charged without making any complaint thereto.

## **Chapter 6 Cancellation, Termination and Suspension of Services etc.**

#### **Article24. Cancellation by Contractor**

1. The Contractor may cancel all or part of the Contract in the manner prescribed by TS with thirty (30) day prior notice to TS even during the term of the Contract after the end of the minimum term of use, provided, however, that, if the prior notice is given shorter than thirty (30) days before the cancellation date specified by the Contractor, the cancellation shall become effective on the 30th day after the date of the cancellation notice.
2. When the Contract is terminated due to cancellation pursuant to the preceding paragraph, the Contractor shall pay all debts and liabilities accrued before the date of termination in a lump sum pursuant to TS's instructions, provided, however, that the Contractor may not claim a refund of service charges already paid by that time.
3. Any and all of the Contractor's obligations to TS hereunder shall survive cancellation until such obligations are fulfilled.

#### **Article25. Cancellation of Contract by TS**

1. Even during the term of the Contract TS may promptly terminate all or part of the Contract by making thirty (30) day prior notice.
2. If the Contractor who has been suspended from the Services in accordance with Article 28 hereof does not remedy the default within a reasonable period, TS may cancel the Contract with the Contractor.
3. If the Contractor falls under any one of the events referred to in Paragraph 1 of Article 28 and TS regards such event as causing serious obstruction to TS's business, TS may forthwith cancel the Contract without suspending the Services according to Article 28.
4. TS may cancel the Contract under the preceding Paragraphs 1, 2 or 3 by notifying thereof to the Contractor in writing, by facsimile, or by e-mail designated by TS.

#### **Article26. Termination of Contract by TS**

1. If any of the following events should occur, TS may forthwith terminate the Contract without any warning or notice to the Contractor:
  - (1) the Contractor has committed an act falling under any of the subparagraphs of Article 18;
  - (2) the Contractor has provided false information in the application or notification to TS;
  - (3) the Contractor has delayed or failed to make payment of its service charges;
  - (4) TS has determined at its reasonable discretion that the Contractor's use of the Services is inappropriate;
  - (5) TS considers that the Contractor has suspended its business for more than one (1) month;
  - (6) any seizure, provisional seizure, provisional disposition or compulsory execution has been filed against the Contractor;
  - (7) any promissory note or check issued by the Contractor has been dishonored;
  - (8) a petition for proceedings of bankruptcy, civil rehabilitation, special liquidation has been filed by or against the Contractor;
  - (9) the Contractor has been dissolved or ceased to exist; or
  - (10) the Contractor has breached any provision of these GTC or the Contract.
2. When the Contract is terminated pursuant to the preceding paragraph, the Contractor shall forthwith lose the benefit of time with respect to all obligations under the Contract and shall immediately make payments of the full amount of outstanding obligations to TS.
3. When the Contract is terminated pursuant to Paragraph 1, the Contractor shall pay all service charges and other obligations accrued before the date of termination of the Contract in a lump sum in the manner instructed by TS, provided, however, that the Contractor may not claim a refund of service charges already paid.

## **Article27. Temporary Discontinuance of Services**

1. TS may temporarily discontinue the provision of the Services if any of the following events should occur:
  - (1) such discontinuance is unavoidable for the maintenance or inspection of facilities for the Services by TS;
  - (2) TS has to urgently perform system maintenance of the Services;
  - (3) an emergent event, including, but not limited to, acts of God and any natural disaster occurs or is likely to occur;
  - (4) a failure or other unavoidable event has occurred to telecommunications facilities installed by TS ; or
  - (5) TS has determined at its reasonable discretion that it is desirable for TS to temporarily discontinue all or part of the operation of the Services.
2. When TS temporarily discontinues the provision of the Services in accordance with the preceding paragraph, TS shall give a 2-weeks prior notice to that effect to the Contractor, provided, however, that this shall not apply when it is urgent or TS determines it is unavoidable.
3. Notwithstanding the preceding Paragraph 1, TS may temporarily discontinue the provision of the Services for the purpose of regular maintenance from 0 a.m. on every Sunday through 6 a.m. on the succeeding Monday Japan time.

## **Article28. Suspension of Services**

1. TS may suspend the Contractor's use of the Services when the Contractor falls under any of the following subparagraphs:
  - (1) the Contractor has committed an act falling under any of the subparagraphs of Paragraph 1 of Article 18;
  - (2) the service charges have not yet been paid in full after the due date;
  - (3) the Contractor has used the Services in such a manner as TS considers inappropriate; or
  - (4) the Contractor has violated any provision of these GTC or the Contract.
2. When TS suspends the Contractor's use of the Services in accordance with the provisions of preceding paragraph, TS shall in advance notify the Contractor of the reasons therefor, starting date and the period of the suspension in writing, by facsimile, or by e-mail designated by TS, provided, however, that this shall not apply when it is urgent or TS determines that it is unavoidable not to do so.

## **Article29. Restriction on Use of Telecommunications**

1. When any emergency event including, but not limited to, acts of God and natural disasters, occurs or is likely to occur, TS may give priority to communications and electric power supply, or the maintenance of public order in accordance with Article 8 of the Telecommunications Business Act rather than to render the Services for the Contractor.  
In such case, TS may take measures to temporarily discontinue the provision of all or part of the Services to the Contractor without giving prior notice to the D.e-Express Responsible Person.
2. TS shall not be liable for any damages suffered by the Contractor or any third party as a consequence of temporary discontinuance of the provision of the Services in accordance with the preceding paragraph.

## **Chapter 7 Service Charges**

### **Article30. Structure of Service Charges**

The service charges for the Services shall be as specified in the Service Charge/Price Lists attached

hereto.

### **Article31. Calculation Method of Service Charges**

1. The service charges shall be calculated on a calendar month basis.
2. The service charges, including the initial charges and the monthly charges, shall not be calculated on a daily basis.

### **Article32. Payment of Service Charges**

1. The Contractor shall pay the service charges calculated on a monthly basis for the period from the date on which the provision of the Services by TS to the Contractor is started to the date on which the Contract is terminated for any reason.
2. Even when the Services are temporarily discontinued during the period prescribed in the preceding paragraph in accordance with Article 27, the Contractor shall pay the service charges on a monthly basis for the period.
3. Unless otherwise specified by TS, the Contractor shall pay the service charges for the month of use in the following month.
4. Unless otherwise specified by TS, the Contractor shall pay the initial charges together with service charges for the first month.
5. The Contractor shall pay the service charges by remitting to the savings account of the financial institution designated by TS by the due date designated by TS.
6. Notwithstanding the provision in the preceding paragraph, the Contractor may pay the service charges by bank transfer from the Contractor's savings account to TS's savings account.
7. If the service charges have not been deducted from the bank account for the bank transfer in accordance with the preceding paragraph for any reason, TS may demand the Contractor to pay the service charges in the manner prescribed in Paragraph 5 of this Article.
8. When the Contractor pays its service charges by remitting to TS's savings account, the Contractor shall bear the remitting charges.
9. Even if termination of the Contract, temporary discontinuance or suspension of the Services, restriction on use of communications or abolition of the Services occurs, TS shall not be obligated to refund the Contractor any of the service charges already paid.

### **Article33. Penalties**

1. If the Contractor has deliberately attempted to evade payment of the service charges, etc., the Contractor shall pay not only the evaded amount but also the amount equivalent to the evaded amount as a penalty by the date specified by TS.
2. Even if the Services are suspended pursuant to the provisions of Article 28, the calculation of the service charges for the Services shall be made as if the Services had been rendered to the Contractor.

### **Article34. Interest on Arrears**

If the Contractor defaults in payment of the service charges and/or other monetary liabilities payable to TS under these GTC and/or the Contract, the Contractor shall pay interest on the arrears by the date specified by TS at an annual rate of 14.5 % for the period from the day following the due date to the day preceding the date of actual payment.

### **Article35. Payment Method of Extra Charges**

The payment of penalties specified in Article 33 and interest on arrears specified in the preceding Article shall be made in the manner prescribed in Paragraph 5, 6, or 8 of Article 32 hereof.

### **Article36. Consumption Tax**

When consumption tax and local consumption tax are imposed on the service charges pursuant to the provisions of the Consumption Tax Act (Act No.108 dated December 30, 1988) and their related regulations, the Contractor shall pay to TS the prescribed consumption tax and the local consumption tax.

### **Chapter 8 Compensation for Damages**

#### **Article37. No Warranty**

1. TS does not warrant that the Services are always perfect in operation.
2. The Contractor shall understand and agree that the network system of the Services is not fully and safely protected from any attack against its security system, provided, however, that both TS and the Contractor shall exert each of their best efforts then available to protect each of them from such attack.
3. The Contractor shall also understand and agree that any accident disabling the use of the Services in good condition may occur during the Contractor's use thereof due to usage congestion, heavy traffic on the network, etc.
4. TS does not warrant that any information offered by TS, exchanged among the Contractor and the Beneficiary and log-in exchange history information is perfect, accurate or useful.
5. TS shall not be liable to the Contractor for any loss of information or damages arising from such information loss due to any unavoidable cause including, but not limited to, any disorder of electric communication facilities for the Services.
6. The Contractor shall take every measure in advance to prevent the information loss referred to in the preceding Paragraphs 2, 3 or 5.

#### **Article38. Limitation of Warranty**

1. TS does not warrant to the Contractor as to the Services, expressly or impliedly, merchantability and fitness for the special purpose and being free from any disorder and shall not be liable to any defect of the Services under any laws and regulations.
2. The Contractor shall be solely responsible for its choice, introduction and use of the Services for purposes of achieving any outcome.
3. The Contractor shall keep any information embodied in such electronic media as software, application, electronic file at its sole responsibility and shall hold TS harmless from any liability arising for any reason directly or indirectly, from any loss, damage, divulgence or use for any purpose other than the original purpose hereunder of any information belonging to the Contractor regardless of its cause.

#### **Article39. Liability of Damages**

1. If the Contractor causes any damage to TS as a result of any violation of any provisions of these GTC, the Contractor shall compensate for direct damages incurred by TS.
2. On condition that TS fails to provide the Services for reasons attributable to TS's fault and that the situation in which the Services become completely unavailable occurs, and only on condition that such situation continues for 24 hours or more after TS has become aware of such situation, TS shall be liable for damages suffered by the Contractor therefrom.
3. In case of the preceding paragraph, the amount of damages to be deemed to have suffered by the Contractor will be the amount equal to the service charges for the number of days equivalent to the consecutive hours of complete unavailability (which is limited to a multiple of 24 hours) commencing from when TS has become aware of such unavailability, and TS shall make a

compensation to the extent of such deemed damages, provided, however, that the amount of compensation will be limited to the amount equal to the service charges for one month and consumption tax therefor.

4. When the situation in which the Services is completely unavailable occurs for reasons attributable to any fault of a telecommunications carrier, TS shall reimburse the Contractor for a pro rata share of the damages actually suffered by the Contractor of the total amount of damages incurred by all Contractors who have been unable to use the Services, up to the amount of damages chargeable to the telecommunications carrier.
5. Notwithstanding the preceding Paragraphs 2 through 4, when the Contractor does not claim damages within one (1) year from the date on which said damages may be claimed, the Contractor shall be deemed to have waived and lost the right to claim.

#### **Article40. Indemnification**

1. TS shall not be liable for any damages suffered by the Contractor for reasons not attributable to TS's fault.
2. TS shall not be liable for any direct or indirect losses and damages in connection with the use of the Services by the Contractor except for the cases falling under Paragraphs 2 through 4 of the preceding Article.
3. Unless otherwise specifically prescribed herein, TS shall not be liable for any damages arising from any cause not attributable to TS's fault, including, but not limited to, damages arising from any special circumstances, whether such damages are foreseeable or not, indirect damages, consequential damages, lost profits and loss or damage of intangibles such as data and program.
4. The Contractor shall indemnify and hold TS harmless from and against any damages which the Contractor causes to any third party by the use of the Services except for such damages caused by TS's fault.
5. If TS fails to provide the Services to the Contractor due to acts of God, natural disasters or any other force majeure events, TS shall not be liable for any failure of performance to the Contractor.
6. TS shall not be liable to the Contractor or any other party for any fault of using the Services regardless of its cause including, but not limited to, any trouble or breakdown of the computer system for the Services, hacking into the computer system, any commercial dispute except for such cause attributable to any fault of TS or unless otherwise prescribed herein.
7. TS shall not be responsible for any explanation, advertisement, etc. in connection with the use of the Services by the Contractor or any third party in which TS is not involved.

#### **Chapter 9 Miscellaneous**

##### **Article41. Confidentiality**

1. The Contractor and TS shall use solely for the Services the other party's secret information on sale technology or other business including, but not limited to, any contents of these GTC and service specifications, which has come to the knowledge by utilizing the Services, and neither party shall disclose or divulge such secret information to any third party except for any third party service provider designated by TS for the provision of the Services without obtaining prior written consent of the other party except for such case as may be obligated to disclose in accordance with any laws and regulations.

In such case, the receiving party may disclose the information in accordance with any laws and regulations after notifying the disclosing party thereof in writing.

2. The obligation under the preceding paragraph shall survive any termination of the Contract for any reason.
3. The following information shall not be regarded as secret information hereunder:
  - (1) any information which is already in public domain or becomes in public domain without any fault of the receiving party after the disclosure by the disclosing party to the receiving party;

- (2) any information which has been owned by the receiving party prior to the disclosure by the disclosing party to the receiving party;
  - (3) any information which is developed or discovered by the receiving party without relying or depending upon the secret information known to the receiving party through the Services; or
  - (4) any information lawfully obtained by the receiving party without any confidentiality obligation to the third party lawfully owning such information.
4. In case that TS or the Contractor becomes aware of any unlawful use or disclosure of secret information by any other party, such party shall promptly notify to the other party thereof.

#### **Article42. Handling of Personal Information**

TS shall protect any personal information by collecting, using, controlling such information in accordance with the Personal Information Protection Act of Japan solely for the purpose of achieving the goals of these GTC.

#### **Article43. Copyright**

1. The Contractor shall not use any information embodying any copyright provided through the Services in any way without obtaining permission from the copyright owner, provided, however, that this shall not apply to the use of information by the Contractor to the extent of personal use permitted under the Copyright Act of Japan.
2. The Contractor shall not allow any third party to use or disclose any information embodying any copyright provided through the Services in any way without obtaining permission from the copyright owner.
3. If any trouble arises from the Contractor's violation of the provisions of the preceding Paragraphs 1 and 2, such Contractor shall settle the trouble at its own responsibility and expense, and hold TS harmless from any losses and damages arising from such violation.

#### **Article44. Title**

1. Any and all the copyrights, author's moral rights and other intellectual property rights offered by TS to the Contractor and the Beneficiary through the system and the Services shall belong to TS or the lawful owner thereof.
2. Any information and materials exchanged by the Contractor and the Beneficiary by using the Services shall not belong to TS.

#### **Article45. Subcontract to Third Party**

The Contractor confirms and agrees that upon the provision of the Services, TS may subcontract part of the Services to any third party designated by TS..

#### **Article46. Severability**

If any provision of these GTC shall be held to be invalid, the remaining provisions of these GTC shall remain in full force and effect.

#### **Article47. Governing Law and Disputes**

1. These GTC shall be governed by and construed in all respects in accordance with the laws of Japan.
2. Any dispute between the Contractor and TS arising out of or in connection with these GTC or interpretation thereof shall be settled promptly and amicably. In the event such amicable settlement cannot be achieved upon deliberation between the Contractor and TS, the dispute shall



be submitted to arbitration in accordance with the Rules of the Japan Commercial Arbitration Association. The arbitration shall take place in Nagoya, Japan. The arbitration shall be final and legally binding on the Contractor and TS equally.

3. The Nagoya District Court of Japan shall have the exclusive jurisdiction for only the dispute relating to the effectiveness of arbitration.

#### **Article 48. Official Text**

The official text of these GTC shall be made in Japanese. Any other version translated into other languages (including English) shall not affect any interpretation of these GTC.

Supplementary Provisions No. 1

These GTC shall become effective on April 1, 2013.

Supplementary Provisions No. 2

These amended GTC shall become effective on July 29, 2013.

Supplementary Provisions No. 3

These amended GTC shall become effective on October 28, 2013.

Supplementary Provisions No. 4

These amended GTC shall become effective on October 1, 2014.

Supplementary Provisions No. 5

These amended GTC shall become effective on April 1, 2016.

Supplementary Provisions No. 6

These amended GTC shall become effective on October 1, 2016.

Supplementary Provisions No. 7

These amended GTC shall become effective on April 1, 2017.

Supplementary Provisions No. 8

These amended GTC shall become effective on January 1, 2019.