

Terms of KENKEY ID Agreement

This Terms of KENKEY ID Agreement (hereinafter referred to as "this Agreement") is an agreement for the use of member Service accompanying the multiple Service provided or operated by KENKEY Inc. (hereinafter referred to as "the Company", etc.). This Agreement and KENKEY Terms of Use shall apply to the Registered Member.

Article 1 (Application of this Agreement)

1. The purpose of this Agreement is to set forth the content of membership system of the Company, the method of registration and the rights and obligations of the Company and Registered Member in connection with the use of the Service etc.
2. The Registered Member shall agree to any terms, etc. separately presented by the Company as necessary for use of the Service. In this case, the member shall be subject to this Agreement as well as these terms, etc. as separately agreed.

Article 2 (Definitions)

The terms used in this Agreement shall be defined as follows except as otherwise specified.

- (1)"BIGLEMON" collectively refers to the Site (<https://www.biglemon.kenkey.jp>) and services on the same site that enables the Exhibiting Member to list the Applicable Product on the Internet, and enables to purchase the Applicable Product and services incidental thereto.
- (2)"BIGLEMON Target Product" refers to the Applicable Product for the sales purpose.
- (3)"KENKEY ID etc." refers to a member ID issued by the Company to a registered member, password, and any other authentication keys.
- (4)"KENKEY Tender" refers to the tender event (including the form of competitive tendering, auction, or list on the internet auction), regardless of its name, which is operated by the Company entrusted by the exhibitor.
- (5)"General Member" refers to a corporate or sole proprietor Registered Member, as set forth in the category of Article 4 paragraph 9, who is able to purchase Applicable Product, use the market information search function and involve to the KENKEY Tender in the Service.
- (6)"Individual Member" refers to an individual Registered Member (exclude the sole proprietor), as set forth in the category of Article 4 paragraph 9, who is only able to browse the Applicable Product in the Service.
- (7)"Exhibiting Member" refers to a corporate or sole proprietor Registered Member, as set forth in the category of Article 4 paragraph 9, who is able to list, exhibit, purchase the Applicable Product and use the market information search function on BIGLEMON.
- (8)"Exhibitor Page" refers to the web page base on the specifications of the Company in the Site and the exhibitor, who uses Business Plan, may edit its corporate information therein.
- (9)"Registered Member" refers to all members with a KENKEY ID issued by the Company under this Agreement for the purpose of using the Service.
- (10)"Registered Information" refers to the information that the Company has specified as necessary for member registration.
- (11)"Applicable Product" refers to a product, such as construction machinery, listed on BIGLEMON or exhibit in KENKEY Tender (including list on BIGLEMON for the tender purpose).
- (12)"Tender Target Product" refers to refers to the Applicable Product exhibit in KENKEY Tender. The presence or absence of listing such product on the Site, the method of listing or exhibiting such product shall be determined separately in each KENKEY Tender.
- (13)"Tender Special Plan" refers to the plan exhibiting plan enables to exhibit the Applicable Product in KENKEY Tender.
- (14)"Tender Special Plan Member" refers to the Exhibiting Member who selected the Tender Special Plan selected Business Plan as a General Member, submitted the Tender Special Plan application the Company and executed an agreement with the Company under the Terms of Exhibiting.
- (15)"Business Plan" refers to the plan with the cost of basic usage fee on a yearly or a monthly basis to the Company in using BIGLEMON.
- (16)"Business Plan Member" refers to an Exhibiting Member, who selected Business Plan as a General Member and executed an agreement with the Company under the Terms of Exhibiting.
- (17)"Service" refers to all services provided by the Company.

(18)"Site" refers to the website for the Service operated by the Company on the kenkey.jp domain.

(19)"User" refers to a user of the Service, including the Registered Member.

Article 3 (Amendment of this Agreement)

The Company may revise all or parts of this Agreement by notifying the User on the Site or in writing (including email, the same shall apply hereinafter). In this case, the terms and condition of using the Service after the effective day of the said notification shall subject to the revised version of the Agreement.

Article 4 (Member Registration Method)

1. The User may apply for member registration to the Company by agreeing to the content set forth in this Agreement and to comply therewith, selecting its preferred membership category from that designated by the Company and submitting its Registered Information to the Company in a manner stipulated by the Company.
2. An application for member registration must be submitted by the User who will use the Service. Applications from a proxy will not be accepted except where permitted by the Company.
3. The User shall guarantee to provide the Company with true, accurate and up-to-date information and shall not make any false declarations to the Company when applying for member registration. Where there has been a change to aforementioned information after member registration, the User shall make the corresponding changes based on the prescribed procedures.
4. The User who wish to register as the General Member or Individual Member may not register a nickname based on its company name or trade name (including a string of characters from which the trade name can be inferred) unless permitted to do so by the Company in advance.
5. The User shall not be able to register as a member where the User is a minor, an adult ward, a person under curatorship or a person under assistance and lack the capacity to definitively conclude agreements by its own action.
6. The Company may request the User seeking to register as a member to submit relevant documentation about themselves (including but not limited to personal identification documents such as a driver's license and a certified copy of register) or conduct an investigation of the User's attributes where the Company has deemed so necessary for determining whether to approve registration.
7. Where the User has applied to register as a member under this article, the Company shall determine whether or not to approve the registration in accordance with standards of the Company and where the Company has accepted the registration, the Company will notify the User to that effect and the User shall be regarded as a Registered Member of the Service at the point when the Company issued aforementioned notice.
8. The General Member shall agree to Terms of Exhibiting and be subject to the prescribed screening by the Company when such member wish to change its registration to become an Exhibiting Member.
9. Following completion of registration procedures set forth in the preceding 2 paragraphs, the Registered Member shall be entitled to use the various functions of the Service in accordance with the following membership categories. And only corporations or sole proprietors may register as a General Member or a Listing Member, an individual who is not the sole proprietor may only register as an Individual Member.

<i>Membership Categories</i>		<i>Available Functions</i>							
		News/ Catalog Browse	Market Information Search	BIGLEMON Target Product				Tender Target Product	
				Browse	Purchase	List	Exhibitor Page	Purchase *1	Exhibit
Individual Member		○	×	○	×	×	×	×	×
General Member		○	Available to purchase	○	○	×	×	○	×
Exhibiting Member	Business Plan Member	○	Included	○	○	○	○	○	×
	Tender Special Plan Member	○	Available to purchase	○	○	×	×	○	○ *2

*1 This function enables only if the member received an invitation of KENKEY Tender.

*2 The Tender Special Plan Member are required to execute the consignment contract of collecting buyers between the Company with respect to each KENKEY Tender.

10. The Company will not approve applications for member registration where the Company has deemed any of the following items to apply to the User who has applied for membership registration based on the provisions of paragraph 1 of this article. The User will not have

any right to file a complaint or object to the decision and the Company will not disclose the process and outcomes of application screening nor the grounds for such decision:

- (1) the User's membership to the Service has been cancelled in the past;
- (2) the User has registered another person's or entity's name, fictional name or trade name;
- (3) it is anticipated that the User will use the Service in breach of this Agreement;
- (4) the User is currently in arrears on its performance of obligations to the Company or has delayed performance of such obligations in the past;
- (5) some or all of the Registered Information provided to the Company by the User is false, erroneous or contains omissions;
- (6) the User, at the time of the application, was a minor, an adult ward, a person under curatorship or a person under assistance lacking the capacity to definitively conclude agreements by its own action who has not obtained the consent or approval of its legal representative or any other person with the legal capacity to give consent;
- (7) the User has accessed the Service from a country or region or a specially designated group or individual subject to regulations of economic sanction related laws of each country including, without limitation, the Foreign Exchange and Foreign Trade Act of Japan and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations, or has accessed the Service from aforementioned countries/regions;
- (8) the Company has deemed that the User has engaged in an act prohibited under Article 9 of this Agreement; or
- (9) other than stipulated above, the Company has deemed the User unsuitable for member registration or have deemed that the User will or could potentially hinder the operation of the Service.

Article 5 (Management of the KENKEY ID, Exhibitor Page etc.)

1. The Registered Member shall receive its KENKEY ID etc. to log into the Site and exhibit or involve to the KENKEY Tender via the designated manner during registration procedures referred to the preceding Article.
2. The Company may regard all correspondence through the proper use of the Registered Member's KENKEY ID etc. as those of the Registered Member or the person duly authorized by the Registered Member. In this case, the Company assumes no liability for any damage to the Registered Member even where there has been unauthorized use of its KENKEY ID etc. or any other circumstances.
3. The Registered Member shall strictly manage and store its KENKEY ID etc. on its own responsibility to prevent loss, theft and the like.
4. The Registered Member must not allow a third party to use, or loan, share, assign, change the name of, sell, disclose or divulge its KENKEY ID etc. In addition, the Registered Member shall immediately notify us and follow the instructions where its KENKEY ID etc. has been stolen or divulged or there is any other risk of unauthorized use.
5. The Registered Member shall assume liability for any damage suffered by the Registered Member or third parties as a result of the loss, theft, erroneous usage or third-party usage, etc. of the Registered Member's KENKEY ID etc., whether or not there has been willful acts or negligence on the part of the Registered Member and the Company assumes no liability in this case. Where the Company has confirmed that the KENKEY ID etc. transmitted when logging the Site in matches the registered information, the Company may regard the acts of the logged-on party as the acts of the Registered Member and the Registered Member acknowledges that the effects of all acts performed while logged on shall belong to the Registered Member.
6. When a Business Plan Member opens the Exhibitor Page, such member shall compliance with the obligation of indication matter required by laws and regulations including display its URL under the Secondhand Articles Dealer Act.

Article 6 (Change to Registered Information)

Where there has been any change to the information the Registered Member has provided to the Company, the Registered Member shall notify the Company of such changes in a manner stipulated by the Company and submit any relevant documentation requested by the Company without delay.

Article 7 (Usage Fees)

General Member and Listing Member shall pay a basic usage fee, commission and optional service usage fees, etc. in accordance with the price list separately posted on the Site.

Article 8 (Handling of Personal Information Acquired From Member Registration)

1. The Company will appropriately handle the personal information received from the Registered Member in accordance with the Act on the Protection of Personal Information of Japan and the "Privacy Policy" etc. that have been stipulated and posted on the Site by the Company.
2. The Company may provide some or all of the information provided by the Registered Member including its personal information (which includes but is not limited to the name of the representative, address and contact details, etc.) to any other Registered Member to the extent necessary for the provision of the Service, and the Registered Member shall agree to provision of such information in advance.
3. The Company will endeavor to manage personal information safely and properly, implementing security measures to prevent personal information from the risk of unauthorized access from outside, loss, destruction, alteration and leakage of personal information. Please refer to the "Privacy Policy" for more information.

Article 9 (Prohibited Acts)

1. The Registered Member must not engage in or allow a third party to engage in any of the following acts in use of the Service:
 - (1) breach KENKEY Terms of Use, this Agreement and any of the other agreements, terms and provisions, etc. that the User has agreed to, or any illegal acts;
 - (2) register based on false information and improperly use a KENKEY ID etc.;
 - (3) obtain the information of other Users by using the Service without the intention of conducting transactions;
 - (4) change its nickname or profile image, etc. to its company name or trade name (including a string of characters from which the trade name can be inferred) or any other name or image that is inappropriate based on the standards except the Business Plan Member and the Tender Special Plan Member ;
 - (5) hinder the operation and maintenance of the Service;
 - (6) utilize, use or access the Service offered by the Company in whole or in part for commercial purposes (regardless of the form of use, be it reproduction, copying, reselling and the like);
 - (7) infringe intellectual property rights, including, but not limited to, copyrights, trademark rights, design rights, utility model rights, patent rights, layout-design exploitation rights of the Company, any other Registered Member, the business partners, related contractors and any other third parties;
 - (8) infringe upon the privacy rights of the Company, any other Registered Member, the business partners, related contractors and any other third parties;
 - (9) defame (including acts of libel or slander that don't amount to defamation) the Company, any other Registered Member, the business partners, related contractors and any other third parties;
 - (10) cause damage to the Company, any other Registered Member, the business partners, related contractors and any other third parties;
 - (11) conspire with any other Registered Member to create a record of fictitious transactions, or do all other acts intended to mislead any other Registered Member;
 - (12) collect, publish, provide or use the personal information and privacy information of any other Registered Member or any other third parties beyond the scope necessary for the Service;
 - (13) do any other acts, in any form, that may interfere with the operation of the Service or that may damage the credibility;
 - (14) breach the internal regulations of the industry groups to which the Company belongs, against public order and morals or violating the law such as the Secondhand Articles Dealer Act and other regulation related to the utilization of the Service; or
 - (15) execute, plan or attempt to engage in any other acts that correspond or are likely to correspond to the acts referred to in each of the preceding items.

2. Registered Member shall resolve any disputes caused by defamation and infringement of privacy or other matters arising in connection with use of the Service on its own responsibility and at its own expense.
3. Registered Member shall release and defend the Company from any damages, claims, legal demands, damage and loss arising from the trouble or disputes referred to in the preceding paragraph.

Article 10 (Elimination of Antisocial Forces)

1. The Company will not execute transactions with antisocial forces (referring to any of organized crime groups, members and sub-members of organized crime groups, organized crime group-associated organizations, racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns, and crime groups specialized in intellectual crimes, individuals and corporations similar thereto, and any other organizations and persons closely related thereto, regardless of whether it is at present or in the past, and the same shall apply hereunder).
2. The Registered Member, by use of the Service, shall be deemed as having represented and warranted that the Registered Member is not an anti-social force and do not have any relationship or involvement with an anti-social force.
3. Where the Registered Member has breached the representations and warranties referred to in the preceding paragraph or has made undue demands, the Company shall immediately suspend provision of the Service to that Registered Member, exclude that Registered Member from any future transactions with the Company and terminate any other relationship that the Company has with the Registered Member without any liability on the part. In this case, the Company may also seek compensation from the Registered Member for any damages or expenses arising from its breach of the provisions of this article.

Article 11 (Suspension of Use and Cancellation of Member Registration, etc.)

1. Where any of the following grounds have come to apply to the Registered Member, the Company may, either with notice or immediately without notice, temporarily suspend that Registered Member's use of the Service, cancel its member registration or prohibit them from using the Service in the future. The Company assumes no liability for any disadvantage or damage suffered by the Registered Member as a result of the suspension of use or cancellation of its registration in this case:
 - (1) arrears on its monetary payment obligations of the Service and has not fulfilled said obligations within 7 days after being demanded to do so;
 - (2) breached Article 9 or Article 10 of this Agreement or the Company has determined that there is a risk of such breach;
 - (3) engaged in acts in breach of this Agreement and any of the other agreements, terms and provisions, etc., or any illegal acts;
 - (4) the registered information is found to contain false statements;
 - (5) measures are necessary in order to protect the security of Registered Member such as when its password has been incorrectly entered more than a certain number of times;
 - (6) no use of the Service for 12 months or more and no response to the Company;
 - (7) the Company has deemed that the Registered Member's use of the Service may breach laws (not limited to Japanese laws) and other regulations;
 - (8) used or has attempted to use the Service for a purpose or in a manner that may cause damage to the Company, another User or another third party;
 - (9) interfered with the operation of the Service in any manner;
 - (10) suspended payments or has become insolvent or has filed a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings or any other proceedings equivalent to each of the preceding (including equivalent proceedings outside Japan);
 - (11) breached laws or other applicable regulations; or
 - (12) in addition to what are listed in the preceding items, when the Company determines the continuation of the registration is inappropriate.

2. The Company will not refund any usage fees for the Service paid by the Registered Member where the Registered Member's member registration has been cancelled based on the provisions of the preceding paragraph.
3. This Agreement shall continue to apply to the relationship between the User and the Company even after the User's member registration has been cancelled.

Article 12(Cancellation by the Member)

1. The Registered Member may cancel its member registration by pre-notification to the Company via the method prescribed by the Company.
2. Notwithstanding the preceding paragraph, where the Registered Member has not completed some or all of the transactions associated with its use of the Service or has obligations owing to the Company, any other Registered Member, business partners of the Company and any other third parties at the time of aforementioned membership cancellation procedures, the Registered Member shall retain its status as a Registered Member to the extent necessary for invoicing and the winding up of its affairs.
3. The agreement of the Service shall be terminated with the cancellation of member registration. Where the Registered Member has cancelled its membership, the Company may delete that Registered Member's Registered Information, the information and messages posted by the Registered Member on the Site and any other information of the Registered Member after a fixed period specified by the Company.
4. The Company shall not refund any usage fees for the Service paid by the Registered Member where the Registered Member has cancelled its membership.

Article 13 (Prohibition of Assignment)

The Registered Member may not assign, reassign or create security interest on its contractual status as a Registered Member or its rights and obligations under this Agreement to any third party without approval of the Company.

Article 14 (Severability of Agreement)

Even in case any part of the provisions in this Agreement is judged to be invalid or unenforceable, the other provisions in this Agreement shall remain valid and enforceable to the maximum extent possible under the applicable laws without being affected at all. Any provisions judged invalid shall be deemed to have been replaced by any valid and enforceable provisions that are as close as possible in details to those agreed by the parties.

Article 15 (Notification)

1. When having judged it necessary to notify the Registered Member, the Company will notify the applicable Registered Member by the notification feature inside of My Page for the Registered Member, or by email, postal mail, telephone, facsimile, or any other appropriate means to the destination that the Registered Member provided to the Company. In this case, notification shall be deemed to have reached the Registered Member at the time when such notification should normally arrive even in the case of non-arrival or delayed arrival of the notification.
2. Any question or inquiry about the Service shall be made by the inquiry form at the Site, by telephone, email, or postal mail to the Company. The Company will not accept a visitor or an inquiry of any other means.

Article 16 (Governing Law and Jurisdiction)

1. This Agreement and the provision of Service shall be governed by the laws of Japan.
2. Any disputes arising in connection with this Agreement or the Service shall be settled at the Tokyo District Court or the Tokyo Summary Court, which shall assume exclusive jurisdiction as the court of first instance.

Article 17(Language)

The Japanese language version of this Agreement shall be the official text and shall be construed accordingly. Even where the Registered Member has been provided with an English-language or other foreign-language version of this Agreement for reference, the content of the translated version shall have no effect on the interpretation of this Agreement.

Article 18(Application Screen and other Description)

The content of description presented on the application screen such as the table of charges, rate plan etc. in connection with this Agreement shall constitute part of this Agreement.

Article 19(Standard Term Provision)

This Agreement shall have the natures of a standard form agreement under the revised Civil Code to enter into force from April 2020.