

KENKEY Terms of Use

KENKEY Inc. (hereinafter referred to as “the Company”) stipulates the following terms (hereinafter referred to as “the Terms”) with regard to the use of all the services (hereinafter referred to as “the Service”, including the provision of information and KENKEY Tender) provided by the Company and all the websites containing kenkey.jp in the domain names that are operated by the Company (hereinafter referred to as “the Site,” including Web pages operated by business partners). Those who use the Services (hereinafter referred to as “the User”) are asked to understand, agree to, and comply with each of the provisions of the Terms. Please note that without agreeing to the provisions of the Terms, the User is asked to refrain from viewing the Site and using the Service. The User shall be deemed to have agreed to the Terms after having clicked the “Agree” button on the Site or when having agreed to any other manners or when having used the Service even in the event such specific agreement procedure has not been followed.

Article 1 (Scope of Application of the Terms)

1. All agreements, special agreements, and regulations that the Company stipulates with regard to the Service shall apply as the parts of the Terms (hereinafter collectively referred to as “the Terms”). In this case, should there be any conflict between the Terms and any of the provisions of the other agreements, special agreements, and regulations, the provisions of the other agreements, special agreements, and regulations shall prevail. In addition, unless otherwise specially specified, the terms defined in the Terms shall have the same meanings in the other agreements, special agreements, and regulations.
2. The Company may revise all or parts of the Terms 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 Terms.

Article 2 (Provision of the Service)

1. The categories, contents, and any other details of the Service shall be determined by the Company and shall be as posted on the Site or shown on the sales materials separately.
2. The Company will post an operating environment that is necessary or recommended for use of the Service on the Site. The User shall retain the use of the operating environment at his or her own expense and responsibility.

Article 3 (Compensation for the Service)

1. Unless otherwise specified, compensation for the Service shall be free.
2. When providing a paid service, the Company will separately post the fees, payment method, and any other necessary information.

Article 4 (Membership Registration)

1. Among the Services that require membership registration specified by the Company, the application for registration shall be made in accordance with the procedures specified by the Company.
2. The Company may, at its discretion, refuse an application for membership registration. Even in such case, the User shall not be entitled to make a claim or file an objection, and the Company shall assume no obligations for explaining the reason for such refusal.

Article 5 (Notification)

1. When having judged it necessary to notify the User, the Company will notify the applicable User 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 User provided to the Company. In this case, notification shall be deemed to have reached the User 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 6 (Handling of Information on the User)

1. The Company will appropriately handle the personal information of the User in accordance with the Act on the Protection of Personal Information of Japan, and the "Privacy Policy" that have been stipulated and posted on the Site by the Company.
2. In addition to the preceding paragraph, the Company will exercise due diligence as a good manager in the handling of business secrets of the User based on the purpose of the Service.
3. The Company may use Cookies and similar technology for the purpose of improving the convenience of the Service, improvement of the Site, displaying optimal contents, and distributing advertisements to the User, as well as for use of the browsing history in marketing activities in such a form not to identify an individual.
4. If User call the phone number starting with 050 shown on the specific item details pages of the Site, such User can buy the item from the Exhibitor who is using said phone number without membership registration. Provided, however, that the Company will use outsourcing contractor to record the conversations of the said User, incoming call amount and call time duration of the said phone number for the purposes of marketing and developing new services or functions. Recorded data will be saved to the Company's server for a certain period of time.
5. Except in the case referred to in the preceding paragraph, in the case that User without membership registration sent an inquiry to the Exhibitor in regard to the product listed on the Site, such User needs to register as General Member for reading the response of the Exhibitor or starting the negotiation.
6. The User acceptance and consent to receive e-mail newsletters and other e-mails providing information about Service, product, campaigns etc. (hereinafter referred to as "e-mail newsletters") and the questionnaire research or the like in regard to the User's utilization status of the Service (hereinafter referred to as "questionnaire") executed by the Company or its business partners. Where the User is to reject reception of e-mail newsletters or questionnaire from the Company or its business partners, such User may unsubscribe from the link written in the e-mail newsletters or in any other manner stipulated by the Company.

Article 7 (Intellectual Property Rights)

1. The User shall use the Service while paying respect to the intellectual property rights of the Company, such as registered trademarks and copyrights. Indications of KENKEY BIGLEMON, etc., shall be a part of the intellectual property rights of the Company in Japan and other countries.
2. The copyrights, portrait rights, and any other rights regarding all the sentences, photos, videos, and other contents to be posted on the Site and emails from the Company shall belong to the Company or third parties who have granted a license to the Company and shall not belong to the User. Unless otherwise specified by the Company, the User shall be granted permission only to view these contents by the method designated by the Company and shall be prohibited from performing any act of using them, such as reproduction or reprinting, as well as modification and creation of derivative works.
3. The copyrights and any other rights regarding all the software and the contents that may be downloaded from or available on the Site or attached to an email from the Company shall belong to the Company or any third parties who have granted a license to the Company and shall not belong to the User. Unless otherwise stipulated by the Company, the User shall

be granted the nontransferable right only for use within the minimum necessary range to view the Site or for use of the Site privately and non-commercially with regard to this software. In addition, the Company shall be entitled to cancel the license at any time, and in this case, the User shall immediately stop the use of this software and delete the software from all storage media managed by the User.

4. The copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Act) regarding the sentences, photos, illustrations, and contents (hereinafter referred to as “the Contents”) posted on the Site by the User shall be transferred to and belong to the Company upon posting. In addition, the User shall authorize the Company to use the Contents (including the use in the Service, advertising, publication, and any other commercial use) and shall not exercise the moral rights of the author with regard to such use. Furthermore, by posting the Contents on the Site, the User shall represent and warrant to the Company that he or she possesses all the necessary rights (including the copyrights of the Contents, and individual consent of subjects and models in the Contents or individual that can be identified with information included in such Content) to use the applicable contents and grants the Company the right to use them.

Article 8 (Transactions and Communications with Other Business Operators)

1. Regarding any information displayed or posted on the Site by a business operator other than the Company (regardless of contractual relationship, such as capital relationship or business tie-up with the Company), another user, and any person other than the Company regardless of a corporation or individual (hereinafter referred to as “Another Business Operator etc.”), the User shall check and judge the information at his or her own responsibility. The Company will neither warrant nor assume responsibility for the accuracy, recentness, truthfulness, fitness for a purpose, and any other matters of such information.
2. In the event the User performs transactions with Another Business Operator etc. through the Service or through the phone negotiation, the Company will not give any warranty, recommendation, agency, intermediary, mediation, or solicitation about the transactions between the User and Another Business Operator etc., and the User shall check the contents of the transactions and make judgments on the execution of such transactions wholly at his or her own responsibility. The Company will not warrant the reality, identity, and any other attribute, presence or absence of authority of Another Business Operator etc., possibility of fulfillment of obligations, and presence or absence of performance, validity of applicable transactions, and fitness for a purpose, reality of products, presence or absence of defects, and any other matters and shall assume no responsibility for such matters.
3. Any dispute regarding the transactions between the User and Another Business Operator etc., the User shall settle them at his or her own expense and responsibility for such matters. In the event the Company corresponded to such dispute, the User shall pay the cost incurred to the Company in coping with such disputes.
4. The User understand and consent that the prohibition on the use of the Service to send an inquiry of the product listed on the Site or make a successful bid on the product of KENKEY Tender without true intention of using the Service, including but not limited to spoofing. The Company shall reserve the right to claim the compensation from the User for any and all damages which occur from said breach or breaches.

Article 9 (Link and Advertisement)

1. The Company may make a link to another site from the Site. Even in this case, the Company will not give any warranty, recommendation, agency, intermediary, mediation, or solicitation about the linked site and information or service provided there and will not assume any liability. In addition, the same rule shall apply to the source of a link to the Site regardless of the presence or absence of authorization by the Company.
2. The Company may post an advertisement for Another Business Operator etc. at the Site. The Company will not assume any liability for the contents of the products and services provided by the advertiser.

Article 10 (Responsibility of the Company and Scope of Responsibility)

1. The Company may suspend or terminate the provision of the Service in whole or in part without prior notice for reasons of a system failure, trouble with software or hardware, a defect, a malfunction, or a fault with a communication line.
2. There may be a delay or interruption in the exchange of information and communications that are provided under the Service due to the suspension of service by the Company, Another Business Operator etc. due to a rest day or outbreak of events in the preceding paragraph, or any other causes.
3. The Company will not warrant the accuracy of information, the Contents, and the details of contributions posted on the Site. Information, data, software, products, or services provided by the Company under the Service may include inaccurate or defective items. In addition, the Company may add, modify, or delete this information, in whole or in part, without any prior notice.
4. The Company will implement security measures satisfying the standards that the Company considers reasonable with regard to the server and any other network equipment that is managed by the Company. However, the Company does not warrant the completeness of such measures, and accidents such as unauthorized access, information leakage, and distribution of harmful programs may arise beyond such measures. In addition, unless otherwise described explicitly, the Company will not implement any security measures about information on the Internet or any other open networks, or even in the case security measures have been implemented by the Company, eavesdropping and falsification about such information may occur beyond such measures.
5. Without assuming the obligation to retain, the Company can appropriately organize, transfer, or delete any information that the User has posted on the Site.
6. The Company will not assume any liability for damage incurred by the User arising from the reason stipulated in each of the preceding paragraphs.
7. The Company will not assume any liability for damage incurred by the User arising from free services. Also, in the event the User incurs damage arising from negligence by the Company in any paid services, the liability of the Company shall not include compensation for damage and lost profits arising from special circumstances, regardless of the presence or absence of legal grounds of liability, such as non-performance or breach of warranty, and tortious acts, the upper limit of liability amount shall be the amount that the Company has actually been paid for the service directly resulting in the outbreak of the applicable damage.

Article 11 (Prohibited Matters)

1. When using the Service, the User shall be prohibited from any act falling into any of the following items:
 - (1) Any act to try to contact or any other communications with a specified or unspecified Another Business Operator etc. who posts information, including pictures on the Site, without the intention of executing transactions by using the Service
 - (2) Any act to infringe a copyright, trademark, and any other intellectual property rights, privacy rights, portrait rights, or any other rights of another person; an act to injure the honor, credit, and assets; or any act to foment these acts
 - (3) Any act to expose know-how and information managed as secrets by others
 - (4) Any act to indiscriminately engage in menacing, provocative, or offensive behavior or any other act to cause emotional distress to others
 - (5) Any act to enforce others to associate, join an activity or an organization, do transactions, provide benefits or services, or solicit these in spite of rejection by others
 - (6) Any act to register or post information with false contents or wrong contents or any other act that may mislead others with regard to the identity of the User, contents of products or services, and transaction terms

- (7) Any act to delay or disable fulfillment of obligations or perform imperfect or defective performance with regard to transactions with Another Business Operator conducted under the Service
 - (8) Any act to collect, accumulate, falsify, or eliminate information of another person
 - (9) Any act to use the Service by disguising as another person or any act to use the same account by more than one person
 - (10) Any act to gain or try to gain unauthorized access; any act to send a computer virus, backdoor or any other unauthorized command, program, and data to a computer of another person; or any act to put another person in a state that can receive a harmful computer program
 - (11) Any act to burden the server beyond the scope of normal use
 - (12) Any act to use, collect, or process information provided under the Service by a method other than that specified by the Company or use the Service for a profit-making or commercial purpose by the method other than that designated by the Company, regardless of whether it is legal or illegal, or whether the rights of others are infringed or not
 - (13) Any act to post information with details significantly lacking dignity, information with details of ambiguous meaning, or any other contents that deviate from the purpose of the Service or any act to repeatedly post the contents with the same or similar contents
 - (14) Any act that harms the credit or lowers the reputation of the Company, the Site, or the Service
 - (15) Any act that infringes any of the laws and regulations, public order, and morals and the Terms, any act to prevent the operation of the Service, and any act that the Company specially specifies and posts on the Site in addition to each of the preceding items
2. The Company will not assume the obligation to monitor whether acts stipulated in each of the items of the preceding paragraph are done or not on the Site or the Service. In addition, the Company will not assume liability for damage caused to the User resulting from any acts stipulated in each of the items of the preceding paragraph conducted by another user.
 3. The Company shall be entitled to request that the User submit data, hear about the circumstances, and to give any other cooperation in order to investigate the presence or absence and the details of any acts stipulated in each of the items of Paragraph 1, and the User shall cooperate with this. Provided, however, that the Company will not assume the obligation to conduct such an investigation.

Article 12 (Suspension of Use)

1. The Company shall, at its own discretion, be entitled to take any one of or multiple steps below without prior notice to the User. Provided, however, that the Company will not assume the obligation to take such steps.
 - (1) To suspend or restrict the provision of the Service in whole or in part
 - (2) To refuse or restrict access to the Site
 - (3) To delete membership registration and reject membership registration thereafter
 - (4) To change or delete the contents, in whole or in part, posted by the User
 - (5) To cooperate with survey or investigation by an investigating authority, administrative organization, or a court
 - (6) To take any other step the Company considers appropriate
2. The User shall not be entitled to make a claim or file an objection to the steps in the preceding paragraph, and the Company will assume no obligations for explaining the reason.

Article 13 (Compensation for Damages)

In the event the Company incurs damages due to the User's breach of the Terms or the representation and warranty he or she has made to the Company or due to the User's willful misconduct or negligence, the User shall compensate the Company for all damages and expenses (including attorneys' fees) incurred by the Company.

Article 14 (Severability and Entire Agreement)

1. In case any part of the provisions in the Terms is judged invalid or unenforceable, such provision shall be deemed to have been replaced by a valid and enforceable provision with contents that can meet the purpose. Also, even in this case, the other provisions in the Terms shall remain valid without being affected at all.
2. The Terms shall constitute the entire agreement between the User related to the Service and the Site and the Company and shall supersede all prior or present communications and proposals made by means of oral, written, or electronic method.

Article 15 (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 User, by use of the Service, shall be deemed as having represented and warranted that the User is not an anti-social force and do not have any relationship or involvement with an anti-social force.
3. Where the User 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 User exclude that User from any future transactions with the Company and terminate any other relationship that the Company has with the User without any liability on the part. In this case, the Company may also seek compensation from the User for any damages or expenses arising from its breach of the provisions of this article.

Article 16 (Territories, Governing Laws, and Court Jurisdiction)

1. The Service shall be provided only to the residents in the target territories determined and posted by the Company on the Site, and residents in any other countries and regions shall not be targeted. The use of the Service shall be prohibited from countries and regions, specific organizations, individuals, or from outside the target service territories that are restricted by the economic sanctions-related laws and regulations in each country, such as the Foreign Exchange and Foreign Trade Act of Japan, and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations.
2. The Terms, the Site, and the Service shall be governed by the laws of Japan.
3. Any disputes arising in connection with the Terms, the Site, 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 (Languages)

The Japanese language version of the Terms shall be the official text and shall be construed accordingly. Even in the case a translation in English or in any other language is attached for reference of the User, the contents of the applicable translation shall not affect any interpretation of the Terms.

Article 18 (Standard Form Agreement)

The Terms shall have the nature of a standard form agreement under the revised Civil Code to enter into force from April 2020.