

Terms and Conditions of ZIKICO Official site

These Terms and Conditions set forth the terms and conditions for providing the Services include Online shopping, the rights and obligations between ZIKICO INC (hereinafter referred to the “Company”) and users of the Services. You must read and agree to the entire Terms and Conditions before using the Services.

Any and all IP Rights such as copyrights, patents trademarks, utility rights design rights and other intellectual property rights related to the Website and the Services are expressly reserved by the Company or the Company’s licensor.

Except for cases where it is permitted by personal use or copyright law, we strictly prohibit any copying, modifying, resecting, sending, distribution etc. of the data etc. of this site, since it is a copyright law violation.

Article 1 (Applicability)

These Terms and Conditions is set forth the terms and conditions for providing the Services and the rights and obligations between the Company and the User, and these Terms and Conditions shall apply to all aspects of the relationship between you and the Company in connection with the Services.

If there is any conflict between these Terms and Conditions and the Rules or any other description of the Services not provided for herein, these Terms and Conditions will prevail.

Article 2 (Treatment of User Information)

Treatment by the Company of the User’s information shall be subject to the provisions of our privacy Policy, which are separately prescribed, and the User hereby agrees to treatment by the Company of the User’s information subject to such Privacy Policy.

Article 3 (Password and User ID Management)

The User shall be responsible for keeping and maintaining its password and user ID.

The User may not cause a third party to use, or provide, transfer, change the name of, sell or

otherwise dispose of, the same. If the combination of user ID and password matches the registered information and logs in, we consider it as use of the user's own.

Article 4 (Fees and Payment Method)

In consideration of the Services hereunder, the User shall pay to the Company such fees as may be established by the Company and indicated on the Website, pursuant to the payment method as designated by the Company.

Article 5 (Prohibited Actions)

When using the Services hereunder, the User may not conduct any of the following acts or any act that the Company determines falls under any of the followings

- (1) Acts that against public order, good morals and any laws or regulations.
- (2) Acts that are associated with criminal activity.
- (3) Acts that destroy or interfere with the functions of the server or network.
- (4) Acts that may interfere with the operation of the services.
- (5) Acts of collecting or accumulating personal information etc. concerning other users.
- (6) Impersonate other users.
- (7) In connection with the services, acts that directly or indirectly provide benefits to antisocial forces.
- (8) Other acts that the Company deem inappropriate.

Article 6 (Suspension of the Services)

The Company shall be entitled to, without any advance notice to the User, suspend or discontinue the Services, in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances;
- (2) The Company becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters;
- (3) Computers or communication lines have been disrupted due to an accident;
- (4) The Company determines that suspension or discontinuance is required for other reasons.

The Company shall not bear any responsibility for any disadvantage or damage suffered by Users or third parties due to suspension or interruption of the provision of the Service, regardless of reason.

Article 7 (Restriction on use and deletion of registration)

In the following cases, the Company may restrict the use of all or part of the Services to the User without prior notice or may cancel the registration as a user.

- (1) In case of violating any provision of this agreement.
- (2) In case that it turns out that there are any false facts in the registration matter.
- (3) In addition, in case that the Company judges that the use of the Service is not appropriate.

The Company shall not bear any responsibility for any damage caused to the User by the actions the Company did under this section.

Article 8 (Disclaimer)

The Company's responsibility for defaults shall be exempted from liability if it is not based on our intention or gross negligence.

Even if the Company takes responsibility for any reason, the Company is liable for compensation only within the range of damage that can normally occur, and for paying services within the price range.

The Company is not responsible for any transactions, communications or disputes, etc. arising between the specified User and other Users or third parties regarding this service.

Article 9 (Confidentiality)

The User shall keep confidential any and all non-public information disclosed by the Company to the User for which the Company has imposed on the User a confidentiality obligation in connection with the Services, unless the User has obtained prior written approval from the Company.

Article 10 (Services Modification and Termination)

The Company shall be entitled to at any time modify or terminate the Services in its own discretion and shall not be liable for any damages incurred by the User arising out of, or in

connection with, any actions taken by the Company pursuant to this Article 10.

Article 11 (Amendments)

The Company reserves the right to amend or change these Terms and Conditions without any notification for Users.

Article 12 (Notice)

Any inquiries, other communications or notices from the User to the Company shall be made in accordance with the procedures specified by the Company.

Article 13 (Assignment)

The User shall not assign, transfer, grant security interests in or otherwise dispose of its status under the Service under these Terms and Conditions without the prior written consent of the Company.

Article 14 (Transfer of business related to the Services)

In the event that the Company transfers the business pertaining to the Services to another Company, the Company will transfer the status on the Services use contract, the rights and obligations under this contract, the customer registration information and other customer information as a result of this business transfer, the User shall be able to transfer to a person and the User agrees in advance in this paragraph regarding such assignment.

Article 15 (Severability)

If any provision of these Terms and Condition or part thereof is held or be invalid or unenforceable under the Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof shall remain in full force and effect.

Article 16 (Governing Law and Jurisdiction)

These Terms and Conditions shall be governed by the laws of Japan. The United Nations Convention on Contracts for the International Sales of Goods(CISG) shall not apply.

Any and all disputes arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

These Terms and Condition shall be executed in the Japanese language. Japanese shall be the governing language and any translation of these Terms and Conditions into any other language is for convenience of reference only and shall not bind the parties hereto.

7th February 2018 ZIKICO INC