

TERMS OF SERVICE FOR
T-Net ORDER SYSTEM

Article 1 (About these Terms of Service)

1. These Terms of Service (the “TOS”) for the T-Net Order System (the “System”) stipulate terms of use of the System provided by Tentak Co., Ltd. (the “Company”). Companies that use the System (the “User Company”) shall use the System in accordance with the TOS.
2. The Company may add at any time new provisions to the TOS or amend the TOS at its discretion without the prior approval of the User Company by notifying the User Company thereof by the method judged appropriate by the Company, such as publication on the System or sending email, etc.
3. When the TOS is amended, the User Company must be in compliance only with the TOS after amendment.

Article 2 (Procedures for Use by User Companies)

1. The User Company shall use the System in accordance with methods designated by the Company, starting from the login page of the System.
2. When any of the following items is applicable to a User Company, the Company may refuse the use of the System thereby, or cancel the permission for use of the System by the User Company which has once been granted, without prior notifications.
 - (1) When false matters are included in the information reported to the Company;
 - (2) When there is a delay of performance or other nonperformance of obligations such as delivery of products, with respect to products or services to the Company and its trading partners;
 - (3) When acts referred to in Article 6 of the TOS are committed;
 - (4) When the User Company is subject to

petition for attachment, provisional attachment, provisional disposition, forcible execution, or bankruptcy; or

(5) In any other case of a violation of the TOS.

Article 3 (Change of Registered Information)

1. When there is a change in all or part of the details of the User Company Information including name of the company, address or telephone number of the contact section, etc., User Companies shall immediately notify the Company in writing.
2. If a User Company neglects the notification set forth in the preceding paragraph, processing by the Company based on existing information shall be deemed proper and valid. In addition, the Company shall assume absolutely no liability for damage incurred due to lack of notification of change.

Article 4 (ID and Password Management)

1. The User Company shall assume any and all responsibility for use and management of passwords registered and provided by the Company.
2. The User Company must not transfer, lend, disclose or leak the ID and password to a third party, nor may it allow the ID to be handed off to a third party, nor may it change the name on the ID and password to those of a third party.
3. The Company shall assume absolutely no liability for damage arising out of problems related to use or management of the ID and password of the User Company, or for unauthorized use by a third party.

Article 5 (Suspension of Use)

When a User Company desires to suspend the use of the System, the very User Company shall notify the Company of cancellation of the ID, etc., and the Company shall cancel the ID, etc., in accordance with the relevant notification.

Article 6 (Prohibitions)

In use of the System, the User Company must not commit the following acts:

1. Violations of the TOS and laws and regulations, acts linked to crime, acts against the public order and morals, or acts that might constitute a risk of such;
2. Input or notification of false details or information on a third party when registering or changing information of User Company;
3. Acts that will or might hinder the management of the System, or any other act that might cause a disruption of the System;
4. Acts that will or might prejudice the assets, privacy, intellectual property such as copyrights, or other rights of another User Company or a third party or the Company;
5. Slander, abuse or defamation of another User Company and a third party as well as the Company or acts that might constitute a risk of such;
6. Acts that will or might cause a nuisance, disadvantage or damage to another User Company or a third party, or the Company;
7. Improper use of ID and password of the User Company; or
8. Any other act judged inappropriate by the Company.

Article 7 (Copyrights, Trademark Rights and other Intellectual Property Rights)

1. Concerning all contents provided through the System (text, illustrations, designs, photos, images, logos, icons, video, programs, etc.) (the "Contents"), to which the copyrights, trademark rights and other intellectual property rights are attributable to the Company, the User Company shall commit no act to prejudice the rights of the Company.
2. Irrespective of the purpose, unauthorized use (reproduction, alteration, diversion, transfer, distribution, publication, sales, or publishing, etc.) of all or part of the Contents of the System and other details of publication must be

prohibited.

3. If any dispute should arise with a third party due to a violation of the provisions of this Article, the User Company shall settle the relevant dispute at its responsibility and expense, and shall cause no damage, loss or disadvantages, etc., to the Company.

Article 8 (Confidentiality Obligations)

1. User Company shall strictly retain secrecy of any and all the information (the "Confidential Information") concerning the Company, Group Companies of the Company and a third party that commissions the Company to carry out the manufacturing business that is disclosed or provided by the Company in connection with the use of the System, or that is known in the process of the use of the System, and not only the period of use of the System, but also even after halting use of the System, irrespective of the reason, the User Company must not commit the following acts without the prior written approval of the Company:
 - (1) Disclosure, leak or delivery to a third party, and
 - (2) Use for purposes other than purpose of business executed using the System.
2. If the User Company discloses or delivers the Confidential Information to a third party with the prior written consent of the Company, the User Company must assume responsibility for observance of Confidentiality Obligations by the relevant third party, and take necessary measures therefor as to the relevant third party.

Article 9 (Change, Suspension or Abolition of the Services)

The Company may change, suspend, or abolish ("changes") the TOS in the following cases. In addition, the User Company may not object to the relevant changes, and even if any damage is incurred by the User Company due to the relevant changes, the User Company may not claim damages from the Company.

- (1) When emergency maintenance and checks are necessary due to trouble with the computer system (“system”) that provides the System;
- (2) When operation of the system becomes difficult due to fire, power failure, act of God or other force majeure;
- (3) When operation of the system becomes difficult due to human disaster (war, riot, civil unrest, labor dispute, etc.);
- (4) When operation of the system becomes difficult due to disruptive acts by a third party; or
- (5) In any other case where the Company judges it necessary to suspend the system.

Article 10 (Other Exempted Matters)

1. The Company shall assume absolutely no liability for damage incurred by the User Company due to non-availability of the System for use.
2. The Company shall be exempted from liability for any and all damage occurring at the User Company due to processing of operational affairs in accordance with details registered, changed or deleted by the User Company.
3. The Company makes no warranty that email or contents sent from the Company’s webpage server or domain do not include such hazardous things as computer viruses.
4. The Company may provide information or advice as needed to the User Company; however, the Company shall assume no liability thereby.
5. The Company shall assume absolutely no liability for damage, etc., arising from violations of the TOS by the User Company.
6. If a User Company causes damage, etc. to other User Companies or a third party through the use of the System, the relevant User Company shall settle the matter at its responsibility and expense, and shall cause no damage, etc. to the Company.

Article 11 (Governing Law)

The TOS shall be construed in accordance with the laws of Japan.

Article 12 (Jurisdiction)

1. When any dispute arises between the Company and the User Company in relation to the TOS, the parties shall strive for an amicable resolution by good faith mutual consultations.
2. If a resolution by consultations does not work and a lawsuit is required for resolution, the matter shall be subject to the exclusive jurisdiction of the Tokyo District Court as court of first instance.

Article 13 (Language)

Should any discrepancy arise between the Japanese version and the English version of the TOS, the Japanese version shall prevail.

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