

## **Business Matching System Terms and Conditions of Service (for both buyer and supplier)**

Companies (hereinafter referred to as “the company”) who wish to use the services of the business matching system offered by The Sapporo Chamber of Commerce and Industry (hereinafter referred to as SCCI) will comply with these terms and conditions of service. Article 6 (1) to (3) and Article 11 (3) are not applied to buyers.

### **Article1 (Registration of Use)**

1. Registration of Use will be complete when SCCI has approved the Registration of Use application from the company who has agreed with these terms and conditions of service. SCCI may refuse the application for Registration of Use without any obligation to disclose the reason if we determine that any of the following are present in the application:
  - In the case of registering false information at the time of applying for Registration of Use.
  - In the case of an application being from a person who has violated the terms and conditions of service.
  - Other causes SCCI deems unsuitable for registration.
  - The service is allowed for use only by persons with corporate status or sole proprietors.
2. If application for this service is performed by a person who is an official representative of the company, we will consider this to be the intention of the company. If the use of this service is approved by SCCI, the company shall be contractually obligated with respect to the provisions of this agreement.

### **Article 2 (User ID and Password Management)**

1. The company shall be responsible for proper management of the user ID and password of this service at their own risk.
2. Under no circumstances may the company transfer or lend the user ID and password to, or share them with a third party.
3. If the combination of user ID and password matches the

registered information and the company is logged in, SCCI will consider that it is being used by the company who has registered that user ID.

4. Even if the company doesn't make any mistakes but damage is caused by the use of the company user ID and password by a third party, SCCI shall not be liable for any damage caused.

#### Article 3 (Obligation of Registered Information)

If there is a change in the information registered with SCCI, the company shall promptly notify SCCI of any changes.

#### Article 4 (Assignment of Rights)

The company may not transfer or lend the right to use this service, including the use of Company user ID and password, to a third party.

#### Article 5 (Start of Use of Service)

The start date for using this service by the company shall be the date when SCCI notifies the company of their user ID and password, or the date when SCCI notifies approval of the use of this service, whichever is earlier.

#### Article 6 (Contract Period and Usage Fee)

1. The contract period of this service is from the start date of use to the end of the following March. If neither of the parties notifies the other party of the termination of the contract within one month prior to the expiration of the contract period, the contract period shall be renewed for one year.
2. In the first year of using this service, the company shall pay the prescribed annual membership fee to SCCI immediately after the start date of use and by the day before the renewal date after contract renewal. The transfer fee will be borne by the company.
3. In the case SCCI set a paid option as part of this service and the company use it, the company shall pay the usage fee for the paid option which will be separately determined by SCCI and

by the method specified by SCCI.

#### Article 7 (Use of this Service)

SCCI shall not be liable for any transaction between the company and other service users. When the company makes an actual transaction with another service user, the company is responsible for all necessary procedures for shipping and receiving of goods, handling information, and other transactions with the other party.

#### Article 8 (Changes in Service Content)

SCCI may change the contents of this service or discontinue the provision of this service without notifying the company and SCCI will not be liable for any damage caused to the company due to these changes.

#### Article 9 (Suspension of Provision of this Service)

1. In the case that any of the following reasons are determined by SCCI, SCCI may suspend or suspend the provision of all or part of this service without prior notice.
  - When performing maintenance, inspection or updating of the computer system relating to this service.
  - When it becomes difficult to provide this service on the occurrence of force majeure such as earthquake, lightning strike, fire, power cut or natural disaster.
  - When the computer or communication line stops due to an accident.
  - Other cases, when SCCI determine that it is difficult to provide this service.
2. We shall not be liable for any disadvantage or damage suffered by the company or a third party due to the suspension or interruption of the provision of this service.

#### Article 10 (Usage Restrictions and Termination of Registration)

1. If the company fall under any of the following, SCCI may restrict the company from using all or part of this service or

terminate the company registration without prior notice.

- If the company violate any provision of this agreement.
  - When it is found that there is false information in the registered items.
  - When there is a default of payment obligations such as fees.
  - If there is no response to contact from SCCI for a certain period of time.
  - Other cases, such as when the company commit an act in violation of laws.
  - Other cases, when SCCI judge that the use of this service is not appropriate.
2. SCCI shall not be liable for any damages caused to the company due to the actions taken by SCCI based on the conditions referred to in Article 10.

#### Article 11 (Cancellation of Membership)

1. The company may leave from this service in accordance with the cancelation of membership procedure established by the SCCI.
2. In the case the company cancel all or part of this service, or in the case SCCI terminate the provision of the service, the company shall be responsible for the back up all the data etc. related to their use of this service at the company's own risk. After the cancellation, SCCI shall be able to delete the relevant data and registration information of the company, and even if the company suffers damage due to the deletion, SCCI shall not be liable for the damage suffered.
3. The company are not able to claim a refund of the annual membership fee once it has been paid regardless of the time of cancellation of membership.

#### Article 12 (Prohibited Acts)

The company must not do the following when using this service.

- Acts that violate laws and regulations or public order and morals.

- Acts related to criminal acts.
- Acts that infringe copyrights, trademark rights and other intellectual property rights included in the content of this service.
- Acts that destroy or interfere with the functions of the server or network of SCCI, other users, or other third parties.
- Acts that may interfere with the operation of this service.
- Unauthorized access or attempting this act.
- Acts of collecting or storing personal information about other users beyond the limit required for use of this service.
- Acts of using this service for nefarious purposes.
- Acts that cause disadvantage, damage, or discomfort to other users of this service or other third parties.
- Acts that pretend to be other users.
- Promotion, advertising, solicitation, or business activities on this service that SCCI doesn't permit.
- Acts that do not meet the purpose of this service, such as meetings unrelated to business.
- Acts that directly or indirectly promote antisocial behavior.
- Other acts that SCCI deems inappropriate.

#### Article 13 (Compensation for Damages)

In the case SCCI suffer any damage due to the company violation of this agreement, the company shall be liable for all damages.

#### Article 14 (Changes of Terms of Service)

1. In the case SCCI deem it necessary, we may change this agreement at any time without prior notice to the company.
2. In the case that SCCI change this agreement, SCCI will specify the content of the change and the time when it will take effect. SCCI will notify the company, via the SCCI website or other appropriate method, a considerable period in advance before the date of effect of the change.

#### Article 15 (Disclaimer)

1. SCCI shall not be liable for any damages incurred by the company in connection with the use of this service, regardless of whether or not SCCI is negligent.
2. SCCI shall endeavor to manage and operate this service stably and continuously, but if the system is stopped for a certain period due to force majeure such as natural disasters or power cut, system changes, maintenance work or any other circumstances, the company agrees in advance that if there is a problem, the company shall not claim refund of usage fees, compensation for damages, etc. due to the system stoppage.
3. SCCI shall not be involved in any disputes that arise between the company and other users or other third parties. In the event that SCCI is requested by the company's business partner to respond to a complaint related to the company or to pay compensation for damages, the company will pay all costs including attorney's fees and any other compensation to SCCI.

#### Article 16 (Handling of Personal Information)

Personal information acquired by using this service shall be handled appropriately in accordance with our "Privacy Policy".

#### Article 17 (Exclusion of Antisocial Forces)

1. The company guarantee never be connected to or otherwise involved with antisocial organizations or individuals (an organized crime group and an associated member, related party to organized crime group, corporate extortionist, social activist or any criminal groups specialized in intellectual crimes), in the past, present and future, and shall not engage in acts that violate or may violate the law, such as violent acts, fraudulent acts, threatening acts, and obstruction of business.
2. If the company violate the provisions of the preceding paragraph, SCCI may take measures such as suspending company use of this service or deleting company registration without prior notice. SCCI shall not be liable for any disadvantage or damage caused to the company due to this.

Article 18 (Governing Law / Jurisdiction of the Agreement)

In interpreting this agreement, Japanese law shall be the governing law.

In the event of a dispute regarding this service, the court having jurisdiction over the location of SCCI will be the exclusive jurisdiction of the agreement.

Enacted on February 28, 2022