

## **CUSTOMER AGREEMENT**

Thank you for accessing the website of TAU Corporation. Following Member Terms and Conditions apply to every transaction between members and TAU Corporation, and by using the website you signify your acceptance of these Member Terms and Conditions and agree to be bound by the latest version in full. Please read through the latest version of these Member Terms and Conditions when using this Website.

### **Chapter 1 General Provisions**

#### **1.1. Definitions**

The terms used in these Member Terms and Conditions shall have the following meanings, unless otherwise specified.

- (a) 'TAU' refers to the TAU Corporation.
- (b) 'Service' refers to the services provided by TAU specified in 1.2 of these Member Terms and Conditions.
- (c) 'Website' refers to this website operated by TAU for the purpose of providing this Service.
- (d) 'Member' refers to legal entities or individuals who desire to use this Service through this Website, and acquired membership qualification of the Website in accordance with procedures stipulated in 2.1. of these Member Terms and Conditions.
- (e) 'The Product' refers to damaged vehicles, used vehicles, spare parts and accessories, construction machinery, forklifts, motorcycles and other items provided to Members from TAU through this Website.
- (f) 'Security Deposit' refers to the money paid to TAU by Members as a fee for bidding in auction.
- (g) A 'business day' refers to a business day of TAU.

#### **1.2. Service Contents**

TAU offers following services to Members.

- 1) Posting Products information to the Website, and selling them through Stock List and Auction.
- 2) Delivery / shipping of the Products per Members request.
- 3) Other services related to the above.

#### **1.3. Product Information**

- 1) The Product information provided through this Website refers to condition of the Product at the time it was assessed by TAU.
- 2) TAU clearly defines Products details and contents of the information, and discloses them on the Website.
- 3) TAU carries out appropriate and faithful assessment of the Products; however, this does not guarantee

accuracy of the provided information.

## **Chapter 2 Members Qualifications and Responsibilities**

### **2.1. Member Registration Procedures**

1) Legal entities or individuals who wish to use this Service through this Website, shall obtain membership qualifications after registering according to following procedures and being granted an ID from TAU.

- Agreeing to be bound by these Member Terms and Conditions.
- Completing Interim Registration by accurately filling out the required fields of the Interim Registration page.
- Completing final registration through specified procedures after Interim Registration.

2) Passwords can be set and managed by Members.

### **2.2. Screening before Using Service**

Members who wish to use the Service are required to submit documents specified by TAU and undergo screening before using the Service. This screening shall require one business day, and if as a result, the Member receives a notice of ineligibility for using the Service, Member cannot make any objections.

### **2.3. Exclusion of Anti-Social Forces**

Members (in case of legal entities, the individuals involved in actual management) shall expressly declare that none of these following conditions applied to them in the past, and none applies to them at the time being, and pledge that these shall not apply to them in the future:

- Belonging to or involved with anti-social organizations represented by terrorist organizations, etc.
- Carrying out unreasonable demands, obstruction of business, or defamation through threatening words or actions towards TAU or third parties.

### **2.4. Pledge Regarding the Use of the Products**

- 1) Members pledge not to use the purchased Products for developing, manufacturing or using in weapons of mass destruction or conventional weapons prohibited by the export control laws and regulations of Japan.
- 2) Members pledge that they will not export to any arms embargoed countries (states listed in Appended Table 3-2 and 4 of Export Trade History Control Order) set by the United Nations.
- 3) Members pledge not to transfer the purchased Products to individuals or legal entities that intend to or may carry out actions stipulated in the paragraph above.

4) In case where the vehicles purchased from this website have damages by accidents or a natural disaster or have a repair history, Members should not deliberately conceal the extent of damage before repair, the fact they were repaired, the influence on the driving condition, etc., at the time of resell, lease or rent to a third party.

## **2.5. Members Obligations**

Members are responsible and committed to following obligations:

- To faithfully fulfill obligations and duties as per these Member Terms and Conditions and instructions from TAU.
- To provide accurate and true information to TAU for using the Service.
- To promptly report to TAU about any changes to the information provided.
- To take full responsibility in handling their ID and password with duty of care.

## **2.6. Membership Revocation**

1) In case any of the following stipulated conditions apply to Members, TAU reserves the right to revoke membership qualifications. Further, TAU bears no obligation to notify the Member about reasons for the revocation.

- If TAU deem the Member inappropriate as a result of 2.2. of these Member Terms and Conditions (Screening Before Using Service);
- Any violation of 2.3. of these Member Terms and Conditions (Exclusion of Anti-Social Forces);
- Any violation of 2.4. of these Member Terms and Conditions (Pledge Regarding the Use of the Products);
- Any violation of 2.5. of these Member Terms and Conditions (Members Obligations) and or other obligations mentioned by TAU or in these Member Terms and Conditions;
- If the Member went bankrupt or if TAU judges the possibility of such bankruptcy;
- In any case that TAU judges the Member to be inappropriate.

2) Even in case a Member's qualification is revoked, this shall not exempt the Member from their obligations, such as payment for Products and other fees that already occurred, and according to TAU payment instructions, the Member shall fulfill their duties until they are complete.

## **Chapter 3 Auction Sales**

### **3.1. Bidding Qualification**

Members who fulfill one of the following conditions will be granted Auction bidding qualification.

- 1) Paying a Security Deposit of 50,000 JPY to the bank account specified by TAU, and payment confirmation in TAU designated bank account.
- 2) Members cannot use the Security Deposit mentioned in preceding paragraph for payment of the Products and fees.
- 3) The Company shall refund the deposit paid by the member based on paragraph 1 at the time of member withdrawal. In case if there is a debt to the Company, we will allocate it with the deposit.

### **3.2. Suspension of Bidding Qualifications**

- 1) In case any of the following stipulated conditions apply to Members, TAU reserves the right to suspend a Member from bidding in the Auction without any notification in advance.
  - If the Member cancels the purchase for their own reasons after successful bid on a Product in Auction. • If payment of the purchased Product fees is delayed without prior notice.
  - If the Member does not pick up the purchased vehicle without prior notice within allowed storage period.
  - In case if the delivery / pick up of the product period has been exceeded due the member's own reasons.
  - If TAU deems a Member's actions, etc. inappropriate.
- 2) Even if a Member is suspended from bidding in Auction due to reasons in preceding paragraph, bidding qualification can be reacquired upon confirmation of the following payments:
  - Cancellation Penalty stipulated in 7.1. (e) of these Member Terms and Conditions;
  - Payment Delay Penalty stipulated in 7.1. (d) of these Member Terms and Conditions;
  - Pick-Up Delay Penalty stipulated in 7.1. (a) of these Member Terms and Conditions.

### **3.3. Bidding, Successful Bids, etc.**

- 1) Members are considered to be confirming their purchase intention of the Product by clicking on 'Confirm' button of Auction bidding page. After bidding, Members cannot, by principle, withdraw the bid or change the bid price.
  - 2) The sales contract for the Product shall officially be considered established when an e-mail notifying the Member of the establishment of a sales contract is sent from TAU after the conclusion of the Auction.
  - 3) The sales contract for the Product shall not be considered officially concluded if any notification method other than that stipulated in the preceding paragraph (verbally, fax, e-mails other than the sales contract notification e-mail) is used.
  - 4) If the auction progress is hindered due to unavoidable reasons such as a computer system failure, one of the following measures shall be taken at the Company's discretion. Members shall not object to any such measures.
- 1) TAU will decide to give the highest bidder at the end of the auction

- 2) Restart the auction again
- 3) Auctions that are scheduled to finish after the system failure occurrence time, those auctions will be invalid and re-auction later.
5. Other details about how the Auction is run are as per indications in '[How to Bid](#)'.

## Chapter 4 Stock Sales

### 4.1. Purchase Application Qualification

Every Member shall be granted the qualifications to make an offer for a Product listed on the Stock List.

### 4.2. Revocation of Purchasing Rights

In case any of the following conditions apply to Members, TAU reserves the right to revoke purchasing rights without prior notice.

- If the Member withdraws offer after the Product has been removed from the Stock List.
- If the Member is judged to have made offers without purchase intention multiple times.
- In case any of the conditions stipulated in 3.2.1 of these Member Terms and Conditions applies.
- If TAU deems a Member's actions, etc. inappropriate

### 4.3. “Buy it now” sales method

- 1) You can only offer (Bid) at a price equal to or higher than the displayed price.
- 2) The Member shall be deemed to have purchased the product by clicking the "Confirm" button on the offer screen of the bidding product.
- 3) After the bid is opened, the sales contract for the relevant product shall be concluded after the invoice is issued and a confirmation is sent via email.
- 4) The sales contract for the relevant product shall not be concluded by any method other than the one specified in the preceding paragraph (Phone, Fax Email Etc.)
- 5) In case of system failure occurs and interferes with the bidding sales, TAU shall take one of the following measures at its discretion and members shall not object to such measures.

- Authorize the highest bidder at the bid deadline to purchase the product
- The bid deadline after the system failure occurrence time will be invalidated and will be put on bid again.

- 6) In addition, details on how to purchase shall be as described in “[Ordering Method](#)”

### 4.4. Buy it now Sale

- 1) The person who placed the offer more than the listed price can purchase the vehicle.

- 2) If multiple offers are received from the same person for the same product, only the last offer amount will be valid.
- 3) In addition, details on how to purchase shall be as described in "Ordering Method"

## **Chapter 5 Common Terms of Auction Sales / Stock Sales**

### **5.1. Sales Commission**

The prices displayed on the Website lists are unit prices for only the Products themselves, and Members shall also pay Sales Commission (for passenger vehicles, trucks and buses only) at the time of purchase.

### **5.2. Bidding / Purchase Application and Successful Bids / Sales Confirmation**

- 1) Members are considered to be confirming their purchase intention of the Product by clicking on 'Confirm' button of Auction bidding page or Stock Lists offer page.
- 2) The sales contract for the Product shall officially be considered established when a sales contract e-mail is sent by TAU to Members after a successful bid or offer has been received.
- 3) The sales contract for the Product shall not be considered officially established if any method other than that stipulated in the above paragraph (verbally, fax, e-mails other than the sales contract notification e-mail) is used.

### **5.3. Payment Methods**

- 1) Members shall make payment for the Product fees (total invoiced amount) by bank transfer to the bank account specified by TAU within 2 business days of the establishment of a sales contract. All transfer and bank charges shall be paid by Members.
- 2) After payment of the Product has been made, Members shall send a copy of the bank transfer receipt to TAU by fax or e-mail. Also, the stock number of the Product and the Member's ID should be clearly visible when sending via fax or e-mail. Moreover, TAU does not take any responsibility if the confirmation of the money is delayed due to the fact that the member is not specifying the stock number of the unit or the member ID or if they are wrong.
- 3) After establishment of sales contract, the payment should be done within 2 business days (remittance procedure), in case if the payment is not done on the specified date by TAU, a penalty will be issued.
- 4) After establishment of the sales contract, if the payment is not confirmed within 7 business day, TAU will terminate the sales contract without prior notice and a penalty will be issued
- 5) Payments for the Product fees shall be made by bank transfer by principle. However, in addition of Bitcoin, if the amount of the invoice is 200,000 Yen or less, payment by PayPal is possible.

### **5.4. Payment Currency**

- 1) Payment of Product fees shall be made in money (either Japanese yen or US dollars). Additionally, for

payments made in US dollars, the payment amount shall be calculated at TAU Rate, which is 1.50 yen higher than the TTB rate of the date of the sales contract.

- 2) In addition to money, Members may also use deposits as a form of payment currency. Additionally, Members consent to TAU automatically collecting all TAU Credit deposited in TAU five (5) years after its deposit, except when stipulated otherwise. Auction security deposit of 50,000 YEN is not concerned in this clause.

### **5.5. Transfer of Ownership and Risks**

- 1) Ownership of the Products shall be transferred from TAU to Members at the points indicated below:

- For Members residing in Japan: When the Product is passed on to the Member at a specified location in Japan.
- For Members residing outside of Japan: When the product is loaded on the ship.
- For Members residing outside of Japan with a designated proxy in Japan: When the Product is passed on to a designated proxy at a specified location in Japan.

- 2) After the ownership has been transferred to Members, Members shall incur any risks associated with the Product, including damage, theft, etc.

### **5.6. Invoices**

- 1) Members may request TAU to change trade terms or destination for the Product's invoice free of charge only once per one product.
- 2) If Members request TAU to change trade terms or destination for the Product's invoice more than once per one Product, 5,000 Japanese yen (taxes excluded) will be charged per request.

### **5.7. Documentation**

- 1) After TAU has confirmed payment of the Product fee by Members, TAU shall carry out the documentation procedures, such as transfer of title or de-registration procedures according to sales conditions.
- 2) TAU shall provide an original copy of the document to Members after the above documentation procedures have been complete. In case of overseas shipping of the Product by TAU, documents will be sent along with the bill of lading issued by the shipping company.
- 3) If a Member loses the original registration documents sent by TAU, TAU may reissue an officially-registered seal certificate and certification of transfer only in case the title holder in the registration document is TAU. In such case, TAU will charge reissuing penalty to the Member, as stipulated in 7.1. (f) of these Member Terms and Conditions.
- 4) If Members purchase vehicles for dismantling purposes, Members must not process transaction report of the Automobile Recycling Act until the original copy of the registration documents are provided by

TAU.

#### **5.8. Automobile Tax of Vehicles with Japan Domestic Inspection Certificate**

- 1) For the vehicles that Members purchase with Japan domestic inspection certificate, Members shall deposit to TAU the equivalent amount of the automobile tax of the months after of purchase months till the end of fiscal year (excluding light-weight /kei/ vehicles).
- 2) For the light-weight /kei/ vehicles that Members purchase with Japan domestic inspection certificate, Members shall bear equivalent amount of light-weight automobile tax of the next fiscal year of the purchase year. (For purchases in March, Members shall deposit the subsequent fiscal year's tax amount with TAU. However, if the title change is complete by TAU in March, then the entire sum shall be returned.)
- 3) Members may select either the transfer of registration or de-registration for purchased vehicles. In case Members select the transfer of registration, Members shall deposit with TAU an amount equivalent to automobile tax specified by TAU.
- 4) In case TAU receives a copy of de-registration document from a Member after sales with transfer of registration, TAU shall return to the Member the amount equivalent of the remaining amount from the next month of de-registration to end of the fiscal year. However, this shall only apply when there is no documentation for the right to claim automobile tax return.
- 5) Members shall provide to TAU certificate of de-registration within five (5) business days of de-registration. If this certificate is not provided within this period, TAU shall bear no responsibility for returning the amount equivalent to the automobile tax.

#### **5.9. Title Changing of Vehicles with Japan Domestic Inspection Certificate**

- 1) For the vehicles that Members purchase with Japan domestic inspection certificate, Members shall complete the title transfer or de-registration of purchased by the end of the next month of the purchase. However, this shall not apply if a Member requests TAU to perform overseas shipping procedures.
- 2) For the vehicles that Members purchase with domestic inspection certificate, Members shall fax to TAU a copy of the title changed inspection certificate or de-registration document latest by the fifth (5th) day of the next month after procedures deadline month. Stock number and Member ID shall be clearly mentioned on such documents when faxed to TAU.
- 3) If a copy of the title changed inspection certificate or de-registration document for vehicle is not be submitted by Members to TAU by the fifth (5th) day of the second (2nd) month after purchase month, TAU shall carry out checking procedures. In such case, Members shall pay 2,000 yen (taxes excluded) to TAU as cost of issuing Current Registration Matters Certificate (light-weight /kei/ vehicles are exempted).
- 4) For light-weight /kei/vehicles, Members shall carry out procedures for cancelling previous title's (owner) taxpaying duty at the same time of carrying out a title change procedure.
- 5) Members shall not cause any inconvenience TAU such as through violations of traffic regulations before



the title change to the Member is complete.

#### **5.10. Cancelling of a Sales Contract by Members**

Members cannot, by principle, cancel the sales contract. However, if a Member requests to cancel a sales contract within two (2) business days after it has been issued, the sales contract may be cancelled. In such cases, TAU shall charge a cancellation penalty to the Member as stipulated in 7.1. (e) of these Member Terms and Conditions.

### **Chapter 6 Service Center Pick Up, Delivery & Transport, Shipping Services, etc.**

#### **6.1. Pick Up at TAU Service Centers**

- 1) In Case, the delivery of goods in Japan is performed at the service center, The member shall reserve Pickup date one business day by the morning before actual pickup day and bring the pickup voucher sent by the company in advance.
- 2) In case if the product hasn't been picked up from the Service Center within the time specified by TAU, a penalty will be issued.
- 3) For Service Center cars collection, there are "certain rules and conditions" to be followed by customers. So please be careful.

#### **6.2. Using TAU Transport & Shipping Services**

- 1) If Members wish to receive the Product at a place other than TAU Service Center, they may use transport/shipping services for a fee.
- 2) If the delivery time or pick up stipulated by TAU has been exceeded, a penalty will be issued.
- 3) If the shipping of the product is not made in time due to member's own reasons, a penalty will be issued.

#### **6.3. Service Fees, etc.**

- 1) The fees for transport, shipping, and pick up at TAU Service Center are specified separately by TAU. Further, the transport/shipping fees listed on this Website are for reference purposes only. The invoice indicates the final fee.
- 2) Members shall, by principle, determine transport/shipping method and destination at the time of purchase of the Product, and shall pay these fees along with the Product fee.
- 3) Members not using overseas shipping service shall incur consumption tax.

#### **6.4. Arrangement of Services**

- 1) TAU shall make arrangements for the transport/shipping for the Product, after TAU confirms payment of the service fees.
- 2) In case TAU make arrangements for shipping, TAU shall notify Members of the shipping schedule, such

as the arrival date of the Product, when it is confirmed. However, Members shall understand that the schedule may be subject to change without prior notice.

- 3) For the Products that TAU arranges shipping, TAU shall, by principle, insure the Product as Free from Particular Average (ICC(c)).
  - 4) Products may be returned to TAU in case Member provides incorrect delivery address, or if the recipient is absent at the time Product has arrived at the location specified by the Member. The costs for this return and a re-delivery shall be borne entirely by the Member.
  - 5) Payment of any and all excess storage fees, return delinquency charges, and any other charges (hereinafter 'Storage Fees etc.')
- arising from a delay in picking up a Product that has arrived at the destination, or not picking up the Product, regardless of the reason, shall be borne by the Member. Should a Member not pick up the Product after a certain period of time, the Storage Fees etc. shall be collected by the creditor through means in accordance with the bill of lading provisions as well as regulations and established practices related to shipping, including the resale to of the Product to third parties. Additionally, should the full amount of Storage Fees etc. not be collected through the above means and TAU is legitimately billed by the creditor for the deficient amount, after payment of this amount, TAU may seek reimbursement from the Member for the full amount, as well as any and all expenses incurred related to the payment of such, and the Member shall pay the amount to reimburse TAU.

## Chapter 7 Penalties and Claims

### 7.1. Penalties against Members

TAU shall apply following penalties to Members in cases stipulated below.

#### (a) Pick Up Delay • Delivery Delay • Shipping Delay Penalties

Product	Applicable Conditions	Penalty Amount
1.Passenger Vehicles (Domestic Service Center pick up)	5 business days passed after Vehicle Pick Up Notice was sent; Applies to each subsequent 5 business days.	10,000 JPY Purchasing qualification suspended Temporarily
2. Trucks (Domestic Service Center pick up)	10 business days passed after Vehicle Pick Up Notice was sent; Applies to each subsequent 5 business days.	
3.Passenger vehicles	5 business days passed after Delivery	

(Domestic designated location delivery)	scheduled from contract date. Applies to each subsequent 5 business days.	
4.Trucks (Domestic designated location delivery)	10 business days passed after Delivery scheduled from contract date. Applies to each subsequent 5 business days.	
5.Non-container Shipping (RO/RO, etc.)	30 days passed after the sales contract was issued; Applies to each subsequent 30 days.	30,000 JPY Purchasing qualifications suspended Temporarily
6.Container Shipping	60 days passed after the sales contract was issued; Applies to each subsequent 30 days.	30,000 JPY Purchasing qualifications suspended Temporarily
7.Common to all Products	If amounts stipulated in above 1-6 are not paid, or if the Product is not picked up even after 6 months passed since the sales contract was issued.	The Member shall be deemed to have remised pick up, and TAU may dispose of the Product in its sole discretion.

(b) Title Change Delay Penalty

Product	Applicable Conditions	Penalty Amount
Common to all Products	Applies when the time specified in 5.9.1 of these Member Terms and Conditions passes; Applies to each subsequent 7 business days.	10,000 JPY

(c) Light-Weight /kei/ Vehicles Tax Duty Cancellation Delay Penalty

Product	Applicable Conditions	Penalty Amount
Light-Weight /kei/ Vehicles	When procedures of cancelling previous title's taxpaying duty are not taken, and taxes are levied against the previous title holder of the vehicle (Purchases in March are exempted.)	Amount equivalent to the light-weight /kei/ vehicle taxes, and 10,000 JPY

(d) Payment Delay Penalty

Product	Applicable Conditions	Penalty Amount
Common to all Products	<p>In case if the payment cannot be confirmed within 2 business days (remittance procedure) after the sales contract has been made, and also if the payment cannot be confirmed within the following date.</p> <ul style="list-style-type: none"> <li>· Domestic Resident Members: Within 3 business days</li> <li>· Overseas Resident Members : Within 5 business days.</li> </ul>	10,000 JPY Purchasing qualification suspended Temporarily

Domestic Resident Members	Elapsed Business Days							
	0	1	2	3	4	5	6	7
Date of sales contract establishment.	●							
Payment Date			●					
Receipt of payment date				●				

Purchasing qualification suspended Temporarily				●				
Payment delay penalty invoice				●				
Sales Cancellation execution								●
Cancel Penalty Invoice								●

Overseas resident members	Elapsed Business Days							
	0	1	2	3	4	5	6	7
Date of sales contract establishment	●							
Payment Date			●					
Receipt of payment date						●		
Purchasing qualifications suspended Temporarily					●			
Payment delay penalty invoice						●		
Sales Cancellation execution								●
Cancel Penalty Invoice								●

(e) Cancellation Penalty

Product	Conditions	Penalty Amount
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Common to all Products	<ul style="list-style-type: none"> <li>· In case of cancelling a sales contract by Member request within two (2) business days after issue. If the payment of the Product fees is not confirmed within 7 business days since sales contract is issued.</li> <li>· If the member cancels a product after a successful bid in the auction.</li> </ul>	<ul style="list-style-type: none"> <li>1) 100,000 JPY, for Products with unit price of below 1,000,000 JPY</li> <li>2) 10% of unit price, for Products with unit price of 1,000,000 JPY or higher</li> </ul>
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(f) Reissuing Penalty

Product	Conditions	Penalty Amount
Common to all Products	When Members request TAU to reissue officially-registered seal certificate and certification of transfer for vehicles under TAU title.	100,000 JPY

**7.2. Penalties against TAU**

1) TAU shall pay a penalty to Members in the following cases.

Product	Conditions	Penalty Amount
Common to all Products	In case sending registration related documents by TAU for Products delivered in Japan exceeds 20 business days after	5,000 JPY

2) In case sending registration related documents by TAU for Products delivered in Japan exceeds 40 business days after Product fee payment confirmation, TAU may cancel the sales contract.

In such case, in addition to paying the penalty for late documentation to Member, TAU shall pay the equivalent amount of transport and repair costs of the Product if Member incurred as such.

**7.3. Members Complaints and Claims**

1) TAU shall accept claims from Members only when all below conditions have been fulfilled:

- When the actual condition of the product is different from the information provided on our website. However, this does not include the damage caused by removing parts to put inside vehicle as inner parts by Container Vanning Company.
- When this differing condition is clearly the result of negligence of TAU;
- When the unit price of the Product is 100,000 JPY (excluding tax) or more;
- When Members can clarify damaged areas, provide photographic evidence and documents requested by TAU for the declared claim;
- When the Product condition is exactly same as the condition at the time of delivery (without any modification/repair, and not dismantled)

2) The period, within which TAU may accept claims in accordance with preceding paragraphs, and the subject of the claims are set forth below:

- In case vehicle information differs:  
Within 5 business days of the arrival of the vehicle's documents
- In case damage information differs:  
Within 5 business days of the delivery/pick up of the Product for deliveries in Japan, and within 10 business days of the arrival of the Product to the destination port in case TAU arranges export and shipping.
- In case equipment's information differs:  
Within 5 business days of the delivery/pick up of the Product for deliveries in Japan, and within 10 business days of the arrival of the Product to the destination port in case TAU arranges export and shipping.

3) For claims accepted by TAU in accordance with preceding paragraphs, TAU shall compensate up to limits set forth below:

- In case vehicle information differs:  
An amount judged by TAU considering wholesale market price difference and the sales price.
- In case damage information differs:  
An amount judged by TAU equivalent of cost of repair by used spare parts.  
\*However, the amount equivalent to the diminished value caused by Repair History due to differed damage information (lost profits) is not accepted for compensation.
- In case equipment's information differs:  
Providing used equipment, or price of used equipment or half price of new equipment, as accepted by TAU. All money compensations will be based on Japanese Market price standards.

#### **7.4. Non covered claims**

Before sale, all items that were checked directly at TAU SC or which used TAU services (such as inspection service), products marked as no claim or products categorized into no claim corner will not be subject to claims.

## **Chapter 8 Miscellaneous**

### **8.1. Appropriate Handling and Management of Information**

1) Members shall appropriately manage any personal information gained through the process of transacting with TAU in accordance with the Personal Information Protection Act (#57, May 30, 2003) as well as related laws and ordinances.

Specifically, Members shall use the names of previous owners contained in the documentation, such as for title changes, only for the purpose of changing the title, and must not disclose or otherwise provide such information to third parties.

2) TAU and Members shall follow the regulations of the Personal Information Protection Act, and shall provide personal information to the police and lawyers when requested to do so.

3) Information other than personal information (such as Products information or transaction information), may also be provided to third parties as is stipulated in the previous paragraph.

4) Members are prohibited from directly contacting TAU suppliers and previous owners of the Products.

### **8.2. Intellectual Property Rights, etc.**

1) Members agree that all intellectual property rights, such as copyrights, patent rights, utility model rights, trademark rights, and design rights, for all contents provided through this Website belong to TAU or third parties possessing licenses over these rights.

Members cannot use such content (including citing, appropriating, copying, nor reproducing such content, in whole or in part) for their own use, nor allow a third party to use such without prior consent in a written format specified by TAU.

2) Members are prohibited from operating the Website or engaging in actions that may inhibit the use of the Website by third parties. Additionally, Members are prohibited from using programs, such as robots, spiders, or crawlers, algorithms, devices, or any other artificial means similar to these on the Website without the prior consent in a written format specified by TAU.

3) If a Member infringes on the stipulation of the previous two paragraphs and causes damage to the intellectual property rights, portrait rights, honor or privacy of TAU or a third party, TAU reserves the right to claim for compensation against the Member.

### **8.3. Changes to these Member Terms and Conditions**

1) TAU reserves the right to change these Member Terms and Conditions, in part or in whole, as needed upon providing advance notice to Members.

2) Changes to these Member Terms and Conditions shall take effect upon the posting of the changed Terms and Conditions to this Website, and shall replace the previous Terms and Conditions.



Members who use this Service after these changes have been made are deemed to agree to the changed Terms and Conditions, and cannot assert ignorance of said Terms and Conditions.

3) TAU shall bear no responsibility if Members incur direct or indirect damage or loss by the changed Terms and Conditions.

#### **8.4. Governing Law**

The laws and regulations of Japan shall apply to the interpretation of these Guidelines.

#### **8.5. Exclusive Jurisdiction**

Any dispute regarding this Service shall be settled under the exclusive international legal jurisdiction of Japan, and the Tokyo District Court or the Tokyo Summary Court shall have the primary and exclusive jurisdiction over such.