

Terms of Use for TAU Premium Members

Article 1 General Rules

1.1. Acceptance of and Compliance with the Terms and Conditions

1. TAU Corporation (hereinafter referred to as "the Company") provides the benefits set forth in the Terms to Premium Members (hereinafter referred to as "Members") who subscribe to the Premium Membership Service (hereinafter referred to as "the Service") in accordance with these "Terms of Use for Premium Members" (hereinafter referred to as "the Terms").
2. The Company shall operate the Service in accordance with the Terms, and Members shall agree to and comply with the contents of the Terms. The terms "the Service" and "Member" in the Terms are distinct from the definition in the terms and conditions for auction membership provided by the Company.
3. Time period describe in this contract shall be Japan Standard Time and Calendar.

1.2. Definitions

Unless otherwise specified, the terms used in the Service shall be defined as follows.

- ① "Tau Auction" refers to an auction site where the Company sells Vehicles, etc. on the Internet.
- ② "ID" refers to the member ID granted by Tau Auction.
- ③ "Vehicle" refers to any car, truck, or bus, whether damaged or used, that is for sale at Tau Auction. It does not include forklifts, construction equipment, agricultural machinery, or other commercial items.
- ④ "Initial Invoice" refers to the invoice sent by the Company to the Tau Auction Member by e-mail when the Vehicle is auctioned off at the Tau Auction. However, the replacement invoice changed by the agreement made between the Company and the Tau Auction Member after the successful bid of the Vehicle is not included in the Initial Invoice.
- ⑤ "Full Appropriations" refers to the state in which the full amount stated in the invoice has been paid by the Tau Auction member.
- ⑥ "Partial appropriation" refers to the state in which a part of the amount stated in the invoice is paid by the Tau Auction member. (It also includes

the case that the payment becomes partial payment due to changes in the amount or contents of the invoice after the Initial Invoice has been fully appropriated.

- ⑦ "Tau Point" refers to point as defined in Section 3.1.
- ⑧ "Eligible Vehicle" refers to a Vehicle that is eligible to receive Tau Points in accordance with the Terms.
- ⑨ "Grant Period" refers to the period of time that is the basis for Members to earn Tau Points in accordance with the Terms and in accordance with the provisions of 3.1.3. (Specifically, the period between midnight of the 21st day of the month 2 months before and 11:59 p.m. of the 20th day of the month before the current month which includes the Tau Point grant date specified in 3.1.3..)
- ⑩ "Grant Date" is the first day of the month following the current month which includes the last day of the Tau Point Grant Period on which Tau Points are granted to Members in accordance with the Terms.

Article 2 Premium Members

2.1. Membership Qualification

1. You can enroll in this Service at any time on My Page.
2. You cannot become a member of this Service unless you satisfy all of the following conditions.
 - ① You must have TAU ID.
 - ② You must be authorized to participate in the Tau Auction.
3. Notwithstanding the preceding paragraph, the membership fee for this Service will continue to be charged unless the Member completes the withdrawal procedure for this Service. The Company will not refund any membership fees charged due to a Member's failure to complete the withdrawal procedure, unless there is an intentional act or gross negligence on the part of the Company.
4. Membership shall be granted and the Service shall be available for use on the same day as the date of admission. After enrollment, membership shall be continued from the first day of the following month until the end of the month upon completion of payment on the 25th of each month, and the membership agreement shall be terminated on the date of withdrawal as specified in 2.5.4 of the Terms.

2.2. Membership Fee

1. Members shall pay a monthly fee of 15,000 yen (excluding tax) to receive the benefits set forth in the Terms.
2. Only credit card payments will be accepted for membership fees. The Company will not issue invoices for membership fees, but will instead send a settlement email to Members.
3. The membership fee will be settled at the same time as the membership registration. Even if a Member joins the Service in the middle of the month, the membership fee will not be prorated, and even if a Member withdraws from the Service in the middle of the month, the Company will not issue a pro-rated refund.
4. In the event that payment of the membership fee cannot be confirmed by the due date, the Company may disqualify the Member from membership, and when you lose your membership, you will not be able to use this Service unless you go through the admission process again.
5. This Service will be automatically renewed every month unless the Member completes the withdrawal procedure. The membership fee for the following month will be automatically paid on the 25th of each month from the credit card registered by the Member at the time of admission.
6. The Company will not refund membership fees after payment for any reason whatsoever, except in cases where the Member receives a refund for reasons between the Member and the credit card company.
7. Membership fees must be paid regardless of whether there is a transaction or whether the Service is used.
8. The member of this paid service can use (A specific service by paying a fee to the Company in addition to the membership fee. the same shall apply hereinafter.) If the payment cannot be confirmed after the payment due date of the specific service, the company will notify the member by E-mail and charge the fee together with the membership fee on the due date as stated in the article 2.2.6. In addition, the request shall be sufficient if the member does not pay the specific service fees, and even in the case that the E-mail notification is not delivered or the member is not aware of it, the company shall be able to request it from the member.

2.3. ID Management

Membership shall have the right only for one ID that you applied for, and you cannot transfer the membership, Tau Points, and benefits of this Service to another ID. The same applies when you own multiple IDs.

2.4. Suspension and Disqualification

1. The Company shall be able to suspend the use of all or part of the Service in the event that you fall under any of the following items.

- ① If there is any false information in the application for this Service.
- ② In the event of fraudulent acts such as impersonating a third party in the use of this Service.
- ③ If there is an act of nuisance in the use of this Service, such as unauthorized access to, or analysis of, or placing excessive burden on, the Company's facilities.
- ④ In the event the Company decides that the member have illegally obtained or attempted to obtain, or have used illegally Tau Points.
- ⑤ When a member interfere with the operation of this Service and Tau Auction.
- ⑥ When a member violate any of provisions of the Terms.
- ⑦ In any other cases where the Company deems a member to be inappropriate as a member of this Service.

2. In the event that the Company determines that the degree of any of the items in the preceding paragraph is significant, or that there is no expectation that the condition will be corrected, the Company shall be able to cancel the membership in the Service.

2.5. Withdrawal

1. Whenever you wish to withdraw from the Service, you may do so by entering the Automatic payment No. on My Page.

2. When you cancel your membership, you will need the Automatic payment No. issued by ROBOT PAYMENT INC. when you join this Service. You can check your automatic payment number from My Page.

3. Even after withdrawing from the membership, you may become a Member of the Service again if you meet the qualifications specified in 2.1.2.

4. The relationship between the date of completion of the withdrawal procedure and the date of withdrawal shall be as specified below, and the membership contract shall be terminated as of the date of withdrawal.

- ① If the withdrawal procedure is completed by the 24th of each month (or the previous business day if the day falls on a Company's holiday or a national holiday), the withdrawal date will be the last day of the month.
- ② If the withdrawal procedure is completed after the payment is completed on the 25th, the withdrawal date shall be the end of the following month.

5. In the event that payment of the membership fee is not made, the Company may cancel the membership as of the withdrawal date.

Article 3 Granting and Using Tau Points

3.1. Granting of Tau Points

1. Members will receive 15,000 Tau Points for each Vehicle purchased at Tau Auctions, regardless of the Vehicle price.

2. One Tau Point is worth one yen and can be used for your next Vehicle purchase at Tau Auctions.

3. If a Member wins a Vehicle at a Tau Auction and all of the following items are met, the Member will receive Tau Points as described in Paragraph 1 hereof on the Grant Date.

- ① The Initial Invoice must have been issued after enrollment in the Service. (This includes cases where the date of enrollment in the Service and the date of issuance of the Initial Invoice are the same day.)
- ② You must have a membership in the Service on the Grant Date. If the withdrawal procedure has been taken, Tau Points will not be awarded if the Member is not qualified as of the 1st day, even if the Vehicle is purchased during the Grant Period.
- ③ As of the Grant Date, the purchase of the eligible vehicle must not have been canceled.
- ④ The full amount must have been applied to the eligible vehicle at least once during the Grant Period.

4. Tau Points are valid for three months from the Grant Date. The month will be calculated according to the calendar. Outdated Tau Points shall lapse.

5. You can check the Tau Points you have been granted on My Page. It may take some time to update the information.

3.2. Using of Tau Points

1. Tau Points you hold can only be used for the Vehicle purchase. They cannot be used to pay for Tau Auction penalties, fees associated with the purchase of merchandise, or other Company services.
2. Tau Points can only be used in one lump sum and cannot be split up.
3. When Tau Points are used to purchase a Vehicle, they are used as follows:
 - ① If the number of Tau Points you have is less than the price of the Vehicle, all the Tau Points you have will be used.
 - ② If you have more Tau Points than the Vehicle price, the Tau Points worth the Vehicle price will be used.
4. Tau Points can be used for Vehicles that the Member has set to "Use" on the bidding screen of the Tau Auction. If a Member selects "Use" Tau Points for multiple Vehicles at the time of bidding, Tau Points will be applied in the order in which the Initial Invoice is issued.
5. A Member may not make any changes to the use of Tau Points after winning a bid for a Vehicle.
6. Tau Points can be used within the validity period even after withdrawal from this Service.
7. Tau Points are not exchangeable for cash. Also, they may not be transferred or resold to others.

3.3. Handling of Tau Points in case of Purchase Cancellation

1. If a Member cancels the purchase of a Vehicle eligible for granting, Tau Points will be processed immediately upon the cancellation of the purchase, as follows:
 - ① 15,000 Tau Points will be cancelled from among Tau Points whose expiry date is closer to the date of purchase cancellation.
 - ② In the event of multiple Tau Points with the same expiry date being granted, 15,000 Tau Points shall be cancelled from among Tau Points which have been granted first.
 - ③ If a Member has less than 15,000 Tau Points at the time of purchase cancellation, all Tau Points held by the Member will be cancelled.

2. If a Member purchases a Vehicle using Tau Points and then cancels the purchase, the used Tau Points will be refunded to the Member. However, if the Tau Points have expired at the time of refund, the Tau Points will not be refunded regardless of the reason for cancellation.

Article 4 Premium Member Benefits or Services

4.1. Details of Benefits

1. In addition to the use of Tau Points as described in 3.2, Members are entitled to the following benefits:

- ① Additional Picture or Video taking Service (at additional charge)
- ② Vehicle exhibition (at additional charge)
- ③ Market information distribution
- ④ Live Video Broadcast
- ⑤ Cartender Oil discounted price

2. The Company may change, add, update, or discontinue (hereinafter referred to as "Change, etc.") the benefits at any time. The Company will notify the Members of any such Change, etc. in accordance with 5.3.

Article 5 Other Matters

5.1. Intellectual Property Rights

1. Members shall understand that all copyrights, patent rights, utility model rights, trademark rights, design rights, and all other intellectual property rights relating to all contents provided on the Service shall belong to the Company or to third parties that have licensed such rights to the Company. Members may not use the contents for themselves (including, but not limited to, quoting, appropriating, copying, or reprinting the contents in whole or in part) or allow a third party to use the contents without the prior written consent prescribed by the Company.

2. Members shall be prohibited from performing any act that may interfere with the operation of the site or the use of the site by any third party. Members are also prohibited from using any robot, spider, crawler or other program, algorithm, device, or similar artificial means thereto to the site without the prior written consent prescribed by the Company.

3. In the event that the Company's or a third party's intellectual property rights, portrait rights, honor, privacy rights, etc. are harmed due to a Member's violation

of the provisions of the previous two paragraphs, the Company shall have the right to claim compensation for damages as well as to cause membership to be lost.

5.2. Disclaimer

1. The Company reserves the right to change, suspend, or terminate the Terms, services, and benefits without prior notice, and users shall abide by this decision. The Company shall not be held responsible for any disadvantages or damages incurred by Members as a result thereof, except in cases when there is intent or gross negligence on the part of the Company.
2. The Company shall not be liable for any interruption, delay or discontinuation of the system due to a failure of communication lines or computers, loss of data, failure in the use of Tau Points, damage caused by unauthorized access to data, Server Trouble or failure, or any other disadvantage or damage caused to the user in relation to this Service, except in cases of intentional act or gross negligence by the Company.

5.3. Change of the Terms

1. The Company shall be able to change all or part of the Terms at any time as necessary upon prior notice to Members.
2. The changed Terms shall become effective from the time of posting on the Tau Auction site and shall replace the Terms before the change. Members who use this Service after the change shall be deemed to have agreed to the changed Terms, and shall not be able to assert ignorance regarding the change.
3. in the event that a Member suffers direct or indirect damage as a result of such changes, the Company shall not be held responsible for any and all such damage.

5.4. Governing Law

Japanese law shall apply to the interpretation of the Terms, regardless of the nationality of the member or place of residence of the Member. Translations of this agreement in other languages are for reference purpose only, and even if there are any doubts about the content and interpretation of this agreement, the description of this agreement in Japanese will prevail and shall be considered as correct and true.

5.5. Exclusive Jurisdiction

1. Disputes related to the Service shall be subject to the exclusive international jurisdiction of Japan, and the Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction of the first instance.
2. In the event that a dispute concerning the Service is a dispute pertaining to a country in which the power of enforcement of a judgment, etc. of a Japanese court cannot be exercised, the dispute shall be settled by arbitration by an international arbitration organization in Japan.

Enacted April 1, 2021

TAU Corporation