

## Important notes

- 1 . Membership services, including after-sales maintenance, are limited to Japan.
- 2 . An initial charge may apply for after-sales maintenance at overseas stores for products purchased in Japan according to the terms and conditions of each country.
- 3 . When bringing goods to another country, please note that taxes may be charged.

## Membership Agreement

### Article 1 Purpose

The Fortune Diamond Membership Membership Agreement (hereinafter referred to as the "Agreement") shall apply between our company and the Member (as defined in Article 2) with respect to the use of the Fortune Diamond Membership (hereinafter referred to as the "FDM") which is a member program of I-Primo (hereinafter referred to as the "Store") operated by Primo Japan Inc. (hereinafter referred to as the "Our company").

### Article 2 Member

The term "Member" as used in this agreement shall mean a customer approved by our company for membership.

### Article 3 Membership Eligibility

Eligibility for membership shall be determined at the time of completion of the membership registration procedure set forth by our company (hereinafter referred to as the "date of membership"), and the validity period shall be indefinite if the member does not submit an application for withdrawal of the FDM and does not otherwise express intention to cancel the FDM.

### Article 4 Membership Disqualification

In the event of withdrawal as set forth in Article 11, the death of a member, or the cancellation of membership as set forth in Article 17, the membership eligibility set forth in the preceding Article shall become null and void.

### Article 5 Membership Card, etc.

1. In principle, our company shall issue only one membership card to the member. The membership card shall be valid only for the member who joined the program. No transfer or loan of the card may be made.
2. The member shall use and manage the membership card, etc. responsibly and shall assume all responsibility for the use and management of the membership card, etc.
3. When using the services stipulated in Article 7, the member shall use the services upon and upon showing that he/she holds member status by means of the membership card, etc.
4. In the event the Membership Card, etc. is damaged or lost or stolen, the Member shall apply for reissuance of the Membership Card, etc. in accordance with the procedures set forth by our company. Our company shall reissue the Membership Card, etc. only when deemed appropriate by our company.

### Article 6 Description of Membership Services

1. The Member may use the Membership card only at stores in Japan.
2. By registering as a member, the Member agrees to provide necessary documents, send e-mails, and submit information through an application, etc. The Member hereby acknowledges in advance that the user will bear all the costs of sending and

receiving materials and mail for all memberships, regardless of the transmission method chosen, as well as the communication costs required for receiving e-mails, viewing websites, etc.

(3) The Member shall be entitled to receive benefits (hereinafter referred to as "Benefits") corresponding to the purchase amount, purchase history, etc. of the Store Merchandise. However, the Member acknowledges in advance that these benefits may not be applicable to some products.

(4) Notwithstanding the provisions of this letter, the Member hereby acknowledges in advance that in the event that the presentation of the Membership Card as required by our company cannot be verified, the Member shall not be entitled to the benefits.

(5) The Member may not transfer or lend the benefits and the rights thereof to any person other than the Member himself/herself.

#### Article 7 Terms of Use of the Service

In order to use the service, The Member shall comply with the terms of use and procedures presented by the terms and conditions of this Agreement and the Service Guide, etc.

#### Article 8 Discontinuation or interruption of Services

In the event of any of the following events, our company may discontinue or interrupt the provision of all or part of Services without prior notice to the Member. Our company shall not be liable for any damage incurred by the Member as a result thereof.

1. In the event that Services cannot be provided as usual due to war, riot, natural disaster, or other emergency situation, or in the event that our company determines that there is a possibility of such failure.
2. In the event of maintenance and inspection of websites related to FDM, such as member-only websites and online stores (including emergency maintenance)
3. In addition to the preceding items, when our company determines that the discontinuation or disruption of service is necessary for the operation of the FDM.

#### Article 9 Change or Withdrawal of Services

1. Our company may modify or discontinue all or part of Services due to operational circumstances of FDM. In such event, our company shall notice or notify The Member thereof in a manner determined by our company and changes or withdrawal of services shall take effect on the date and time specified in such notification.
2. Our company shall not be liable for any damages incurred by the Member as a result of the change or withdrawal of the Services set forth in Clause 1 hereof.

#### Article 10 Notification of Changes in Personal Details

1. In the event of any change in the Member's registered details, such as address, telephone number, e-mail address, etc., the Member shall promptly implement the procedures for change as determined by our company.
2. With respect to any damage caused to a Member as a result of the member's failure to carry out the change procedures set forth in the preceding paragraph, our company shall not be liable.

#### Article 11 Withdrawal

1. The Member may withdraw from the FDM at any time by submitting an application to our company to begin the procedures for withdrawal from the FDM as set forth by our company. The Member shall lose his/her membership upon withdrawal and shall lose his/her right to use the Services. In the event that a specified cancellation fee is charged for any Services that have been requested at the time of the application for withdrawal, the Member shall pay these fees.
2. If a person who has withdrawn from the FDM wishes to join the FDM again, the application procedure set forth by our company shall be carried out again. Our company reserves the right not to approve such re-instatement of Membership.

#### Article 12 Prohibition

1. The Member shall not engage in the following acts in using the Services.
  1. Acts in violation of the provisions set forth in this Agreement and in the Service Guide, etc.
  2. Sales activities, providing information on a for-profit basis, personal solicitation activities, sales and purchase activities, and similar activities through Services.
  3. Loan or transfer of membership cards, etc. to a third party or equivalent acts
  4. Acts of assigning the authority to use Services to a third party and acts equivalent thereto
  5. Failure to pay or delinquent payment of the required service fee or cancellation fee, etc.
  6. Act of falsifying FDM status and applying for the use of Services
  7. Acts that cause or may cause unjust disadvantage to our company, other partners of our company, or third parties
  8. Acts contrary or that may be contrary to laws and regulations, public order and morality.
  9. Other acts that disturb the order of FDM or are judged by our company to be detrimental to the dignity of a Member.
2. In the event that the Member engages in any of the prohibited matters set forth in the preceding paragraphs, our company may, as required, take legal measures to seek compensation for damages (including attorney's fees and legal fees).

#### Article 13 Representations and Warranties

1. The Member shall represent and warrant to our company the terms listed in the following paragraphs:
  1. That the Member does not fall under any of the categories of mafia members, persons affiliated with companies or organizations related to mafia, or other anti-social forces, or members thereof (hereinafter referred to as "anti-social forces") at any time from the time when they applied for admission.
  2. That the Member does not have any relationship that is deemed to be patronizing an unjust anti-social force, such as for the purpose of acquiring the wrongful benefit of the applicant or a third party or for the purpose of inflicting damage on a third party, at any time from the time when he/she applied for admission to the membership.
  3. That the Member does not have any relationship that is deemed to be involved in providing funds, etc., or providing assistance and/or support to anti-social forces at any time from the time when he/she applied for membership.
2. The Member shall confirm to our company that the Member shall not engage in any act falling under any of the following categories themselves or through the use of a third party at any time from the time of the application for membership:
  1. Violent demands
  2. Unjust demands beyond legal responsibility
  3. Conduct in a threatening manner or use of violence in connection with transactions
  4. The act of spreading rumors, damaging the credibility of the other party or a third party using fraudulent means or force, or obstructing the business of the other party or a third party.
  5. Any other act similar to any of the preceding items.

#### Article 14 Handling of Personal Information

Our company is keenly aware of the importance of personal information and will comply with the Act on the Protection of Personal Information and the privacy policy separately set forth by our company. Please refer to the following URL for details on the privacy policy of our company.

<https://www.iprimo.jp/privacy/>

#### Article 15 Amendment of Agreement

Our Company may modify this Agreement in whole or in part due to operational circumstances of the FDM. Any such change shall take effect upon notification of the Member in a manner determined by our company and upon notification of the member by Our Company. Our company shall not be liable for any damage incurred as a result thereof.

#### Article 16 Refusal of Service

Our Company reserves the right to refuse the use of services by the Members if the Members violate or are likely to violate these Terms and Conditions or if our company determines that such use is inappropriate.

#### Article 17 Revocation of a Member's FDM

In the event that a member falls under any of the following conditions, our company may revoke the membership without giving any notice.

1. In the event of any breach or threatened breach of these Terms and Conditions
2. In the event the our company deems the Member unsuitable as a member

#### Article 18 Termination of FDM

Our company may terminate the provision of FDM after notifying Members in a manner determined by our company. Our company shall not be liable for any damages incurred by the Members as a result thereof.

#### Article 19 Governing Law, Court of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan. The Tokyo Summary Court or the Tokyo District Court shall be the competent court of first instance for all lawsuits between the Members and our company relating to FDM according to the amount of lawsuit.

#### Supplementary Provisions

This Agreement shall be effective as of February 7, 2015.

Revised on July 1, 2018

#### Contact Us

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