

Amazon Marketplace Participation Agreement

Welcome to the Amazon.co.jp site (the "Site") and Amazon Marketplace services (the "Services"). Any person who wants to access the Site and use the Services must accept the terms and conditions of this Participation Agreement without change. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT, AND ALL OF THE PROCEDURES, POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE.

Amazon Japan G.K. ("Amazon.co.jp" "we," "us," and "our") reserves the right to change any of the terms and conditions contained in this Participation Agreement or any procedures, guidelines and policies, agreements, etc. governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Participation Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice of changes and any applicable changes. Changes to referenced procedures, guidelines and policies, agreements, etc. may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING AMAZON.CO.JP'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS PARTICIPATION AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE.

1. Eligibility. Use of the Site and Services is limited to parties that lawfully can enter into and form contracts under applicable law and who understand and are able to read and write Japanese language. For example, minors under the age 20 are not allowed to use the Services without the consent of the person having parental authority or guardian. To register, you must provide your real name, address, phone number, e-mail address, and valid credit card information. Credit cards authorized by Amazon.co.jp include Visa, American Express, MasterCard and JCB. You represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Services within such country; and (b) you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder.

2. Sellers' Capacity, Listing Fees and Payment Terms.

a. You may choose either "individual" or "professional merchant" as the capacity seller in which you will hold the account of the Services. The terms and conditions applied to the seller in either of such types are distinguished below with reference to "individual sellers" or "professional merchant sellers".

b. Please review the Fee Schedule and Payment Terms contained in the [Help section](#) (including each page below "Help section" layer and matters described in the linked pages; hereinafter the same) for the Services. All listing fees are in Japanese yen unless stated otherwise and are incorporated herein by reference. The Fee Schedule and Payment Terms are different between professional merchant sellers and individual sellers, and may vary in the future. The Fee Schedule and Payment Terms in effect on the date of sale of the item shall govern the transaction. You should check the fees and terms each time you participate. If the listing fee is subject to tax of whatever kind, we reserve the right to collect the applicable tax amount. All fees, including but not limited to subscription plan fees, are settled upon demand on a Visa, American Express, MasterCard or JCB credit card.

c. Certain sellers may be required to have permission, etc. under the Secondhand Articles Dealer Act. In such case, the seller should obtain the necessary permission, etc. before listing. If you are not sure about whether or not such permission, etc. is required for you and how to obtain them, ask the police station in your jurisdiction.

3. Applicable Policies and Guidelines. You agree to abide by the procedures, guidelines and policies, agreements, etc. contained in the [Help section](#) --for participating in the Services, which are incorporated by reference into, and made part of, this Participation Agreement. The procedures, guidelines and policies, agreements, etc. contained in the [Help section](#) explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures, guidelines and policies, agreements, etc. in the future, and such changes will be effective immediately upon posting on the Site without notice to you. You should refer regularly to the [Help section](#) to understand the current procedures, guidelines and policies, agreements, etc. for participating and to be sure that the items you offer for sale can be sold on the Site. For each item you list on the Site, you will provide to us the place of shipment (prefecture, State, Country, etc.) from which the item ships. You will provide to us (using the processes and timing that we designate) any requested information regarding shipment, tracking (to the extent available) and order status, and

we may make any of this information publicly available. You will not send customers emails concerning shipping confirmation of products you sell (except that to the extent we have not yet enabled functionality for your account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of products you sell in a format and manner reasonably acceptable to us). Promptly after shipment of a customer's order (or any portion of the customer's order), you will accurately inform us that the order has been shipped (and, in the case of a customer order that is shipped in more than one shipment, accurately inform us which portion of the order has been shipped), using our standard functionality for communicating such information when we make that functionality available to you (collectively, "Confirmation of Shipment"). If you fail to provide Confirmation of Shipment within the time frame specified by us, we may in our sole discretion cancel (and/or direct you to stop and/or cancel) any such transaction, and you will stop and/or cancel any such transaction upon such request by us. You will comply with any instructions from the manufacturer, distributor and/or licensor of a product regarding Street Date for Delivery (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which such product should not be delivered or otherwise made available to customers) or the Street Date for Disclosure (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly).

4. Amazon.co.jp's Role. Amazon.co.jp provides a platform for third-party sellers ("Sellers") and buyers ("Buyers") to negotiate and complete transactions. Amazon.co.jp is not involved in the actual transaction between Sellers and Buyers, and does not and is not authorized to act as agent of either party in whatever sense. Therefore, when the transaction is completed, the contract will become in force only between the Seller and the Buyer. As a Seller, you may list any item sold by Amazon.co.jp on the Site as new item on the Site unless it is a prohibited item as defined in the procedures, guidelines and policies, agreements, etc. contained in the Help section. Without limitation, as a Seller you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes written or oral or any other form of libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is up to the Seller to accurately describe the condition of the item for sale. As a Seller, you use the Site and the Services at your own risk.

5. Payment. By using the Site and the Services to sell or buy any product, you will authorize Amazon.co.jp to settle without making any specific manifestation of intention the amount which you are liable to pay by way of deduction from the amount due to you in the future, reversing credit to your bank account, charging to your credit card or any other legal means.

6. Amazon Payments. In order to access the Site and use the Services, you must register with Amazon.co.jp and use the Amazon Payments Service (the "Amazon Payments").

a. Amazon Payments facilitates the purchase of Seller items listed on the Site. A Buyer's authorized credit card payment ("Payment Transaction") is credited to a registered Seller's Account Summary, and funds are periodically transferred to the Seller's designated bank account ("Seller's Account"). The Buyer may authorize a Payment Transaction with any major credit card accepted by Amazon.co.jp. Amazon Payments only helps facilitate Marketplace transactions and Amazon.co.jp is not the purchaser of the Seller's goods. Seller will resolve any dispute directly with Buyer or with the assistance of the Amazon.co.jp A-to-z Guarantee. Seller may make refund to Buyer with respect to the amount paid by Buyer (including the purchase price, shipping fees and charges) in whole or in part provided that the refund does not exceed such amount and will be made through Amazon Payments. Seller must register online with Amazon.co.jp with a major credit card accepted by Amazon.co.jp to use Amazon Payments. You must provide us true and accurate information when registering and must maintain and update that information as applicable. Seller will not impersonate any person or use a name he or she is not legally authorized to use. Seller authorizes us to verify his or her information (including any updated information), to obtain credit reports about Seller from time to time while Seller is registered with Amazon Payments (including credit reports about Seller's spouse if Seller is not a main income earner), and to obtain an initial credit authorization from Seller's credit card issuer at time of registration.

b. Amazon Payments is available only to individuals and others who meet the terms of eligibility for the Amazon Marketplace participation agreement, who have been issued a major credit card accepted by Amazon.co.jp, and whose applications are acceptable to Amazon.co.jp. Seller may register as the account for Amazon Payments only a bank account maintained within Japan with a bank which is a member bank of Japanese Bankers Association or other bank

account maintained in a country which is listed on the Site as a country with which payment transactions through the Amazon Payments are available. You waive any rights with respect to the Service when shipping to an address other than that provided by the Service.

c. The Amazon Payments is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance. We can initiate Payment Transaction credits to Seller's Account only on a Business Day when the automated clearinghouses are open for business. For purposes of this Participation Agreement, a Business Day is a Monday through Friday, excluding banking holidays. We will notify Seller for each completed transaction through our standard procedures. In addition, you can access his or her Amazon Payments transaction information online on the Seller Account section of Marketplace. Seller may access the Seller's Transactions feature only with a browser that is compatible with Amazon Payments, including any security features that are a part of Amazon Payments.

d. You may provide refunds or adjustments to Buyer, using functionality we enable for their accounts through Amazon Payments. The feature may be modified or discontinued by Amazon.co.jp at any time without notice to you, and is subject to the limitations in the [Help section](#) and the terms and conditions of this Participation Agreement. However, you may not create invoices for Your Transactions.

e. All balances for a given 14-day period will be reflected in the Seller's Account Summary. When we judge in our discretion that the Seller's identity has been verified, we will initiate a credit to Seller's Account on a rolling 14-day cycle ("Payment Cycle"). The credit to the Seller's Account will be started on the last day of the said Payment Cycle ("Payment Date") based on the original date of Seller's registration with the Amazon Payments or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. If Seller requests a change to the scheduled Payment Date, the Payment Date will be reset to the requested Payment Date. When Seller completes registration by providing bank account information, or changes any such information afterwards, Seller must wait 14 days to request a transfer to Seller's bank within the 14-day cycle. After 14 days, Seller may request transfers to Seller's Account at any time within the 14-day cycle from the Seller's Account summary page. We will initiate a transfer to Seller's Account on each Payment Date for the total amount of Payment Transactions received from Buyers' authorized credit card transactions for Seller, less any refunds, adjustments, or any other amounts paid to Buyer in relation to any returned good or any purchase which has become an issue, or for funds otherwise received for Seller since the last Payment Date. The amount of the fees for the Services will be posted to Seller's Account Summary and will be deducted from the balance of credits in the Seller's Account Summary to be remitted to Seller on the next Payment Date.

f. If a transfer to Seller cannot be conducted due to causes attributable to Seller, any bank charges charged from the bank which Amazon.co.jp requests to remit the money will also be posted on Seller's Account Summary, and Amazon.co.jp reserves the right to deduct such bank charges from the balance of credits in Seller's Account Summary to be remitted to Seller on the next Payment Date. Causes attributable to Seller will include, but not limited to, the incorrect or insufficient bank account information that Seller designated to which remittance should have been made or the bank account having been closed by Seller.

g. Transfers to the Seller's bank account will generally be credited within six to ten Business Days of the date we initiate the transfer.

h. If we reasonably conclude based on information available to us that Seller's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances, and withhold initiation of credit to Seller's Account in relation to Payment Transaction or any payments to be made or that are otherwise due to Seller in connection with the Services or this Participation Agreement until (a) the lapse of 90 days after we start the withholding, or (b) the completion of any investigation(s) regarding any Seller actions and/or performance in connection with this Participation Agreement, whichever falls earlier. We will not be liable to Seller if we act in accordance with the provisions of this Section.

i. As a security measure, we may, but are not required to, impose transaction limits on some or all Buyers and Sellers relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time. We will not be liable to Seller: (i) if we do not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by us for a security reason, or (ii) if we permit a Buyer to withdraw from a transaction because the Amazon Payments is unavailable following the commencement of a transaction. We will not be liable to Seller if we act in accordance with the provisions of this Section.

j. All notices will be sent by e-mail or will be posted on the Site or by any other means then specified by us. We will send notices to Seller at the e-mail address maintained in our records for Seller. Seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. Seller will send notices to us using the current contact form posted on the Site. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the Business Day after transmission if properly addressed to the intended recipient. If not sent by e-mail, or if the contact form cannot be sent, notice may be provided in writing and sent by ordinary mail or registered mail or other methods properly addressed. Mail is properly addressed if sent by us to the address maintained in our records for Seller. Mail is properly addressed if sent by Seller to the current address published by us on the Site. Mail is deemed received three Business Days after it is deposited in a postbox in Japan.

k. There is no fee for registering for the Amazon Payments. The fees for using the Amazon Payments in Marketplace listings are included in the Marketplace listing fees (which means there are no additional fees for use of the Amazon Payments). We may, in our sole discretion, waive, reduce, or reverse charges or fees for a specific transaction.

l. We may refuse service to anyone for any reason. We may earn interest or other compensation from the balances in our bank accounts that result from the timing difference between our being paid by Buyer and our bank account being debited to pay Payment Transaction credits to Seller. We will bear the risk of credit card fraud (i.e., fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Payment Transactions; provided, that we will not bear the risk of credit card fraud in connection with any of Seller's products (except those products, if any, that are fulfilled using the Fulfillment by Amazon service) that are not fulfilled strictly in accordance with the order information and shipping information that we provide to you. We reserve the right to seek reimbursement from Seller if we, in our sole discretion, decide to reimburse Buyer under the terms of the Amazon A-to-Z Guarantee (such as "When can I claim for an A-to-Z Guarantee?" or "What are the requirements for A-to-Z Guarantee?"), provide a refund to Buyer if Seller cannot promptly deliver the goods without any reason attributable to Buyer, discover erroneous or duplicate transactions, or receive a chargeback from Buyer's credit card issuer for the amount of Buyer's purchase from Seller. We may obtain reimbursement of any amounts owed by Seller to us by deducting from future payments owed to Seller, reversing any credits to Seller's bank account, charging Seller's credit card, or seeking such reimbursement from Seller by any other lawful means. Seller authorizes us to use any or all of the foregoing methods to seek reimbursement, including the debiting of Seller's credit card or bank checking account.

m. Seller may terminate its participation in the Amazon Payments at any time by giving notice to us by using the standard method for the time being prescribed by us in relation to the termination, and we may terminate Seller's participation in the Amazon Payments at any time by giving notice to Seller. In each such case, Seller's participation in the Amazon Payments will be terminated effective at the time of the notice of termination being sent by us to Seller. Upon termination, Seller must pay us whatever fees were incurred prior to the effective date of the termination. Also upon termination, any pending transactions will be canceled.

7. Amazon Reservation of Rights. Amazon retains the right to determine the content's appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to delist, or to require Seller not to list, any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of your transactions. As Seller, you will stop and/or cancel orders of your products if we ask you to do so (provided that if you have transferred your products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). As Seller, you will refund any customer (in accordance with this Participation Agreement) that has been charged for an order that we stop or cancel.

8. Amazon Participation. Employees of Amazon and its affiliates are permitted to participate in their personal capacity (i.e., not as employees, representatives, or agents of Amazon or its affiliates) in the transactions conducted through this Site (unless they have confidential information about a particular item). Our employees, when participating in any transaction in their personal capacity, are subject to this Participation Agreement and the same procedures, guidelines and policies, agreements, etc. contained in the Help section as any Buyer or Seller on this Site.

9. Your Transactions. In the Services, Seller is authorized to sell goods only at a fixed price ("fixed price sales"), and the Seller is obligated to sell the goods at the listed price to Buyers who meet the Seller's terms. By listing an item in a fixed price sale, you represent and warrant to prospective Buyers that you have the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive. For fixed price sales, Seller will determine the purchase price for each item he or she lists on the Site via and subject to our standard functionality for listing the purchase price, provided that Seller must abide by the same procedures and guidelines contained in the [Help section](#) with respect to pricing. Seller shall provide us with transaction terms and any other important information relating to the purchase of goods by Buyer. Any goods listed on the Site shall be posted with the price inclusive of any and all applicable taxes (including without limitation consumption tax, value added tax, customs duty, or any other trading tax which may be applied to the sale of goods on the Services). For any goods listed on the Site, the tax amount is included in "shipping and handling charges", and shall be invoiced to the Buyer together with the purchase price. The Seller is solely responsible for deciding the tax amount. The Seller may not charge the Buyer any customs duty, consumption tax or any other applicable tax in addition to the listing price and the shipping and handling charge (if any) and the tax amount posted.

For any goods listed on the Site, we will decide the shipping charge (including any charge to be borne by the Buyer) (the amount may vary by the listing category or weight) and the consideration paid by us for shipping. We may apply the shipping charge (including any charge to be borne by the Buyer) and consideration paid by us for shipping which are then customary for the Services. Shipping charges and consideration for shipping are stated in the guidelines and policies, agreements, etc. contained in the Help section on the Site. Seller shall provide us or our affiliates with accurate and complete information about all of the goods listed by the Seller on the Services for sale, in accordance with the terms and conditions prescribed by us from time to time. If Seller fails to provide weight information with respect to any goods listed by the Seller although such information is required by the guidelines, we retain the right to apply the shipping charge (including any charge to be borne by the Buyer) and consideration paid by us for shipping which are then customary for the Services. Other than the consideration paid by us for shipping, Seller may not charge us any cost of shipping regardless of the actual amount of such cost.

10. Your Obligation. By agreeing to this Participation Agreement and executing purchase and sale of goods using the Site and the Services, you agree to complete the transaction as described by this Participation Agreement. You acknowledge that by not fulfilling these obligations, your action or inaction may be legally actionable.

11. Seller Taxes. As Seller, you agree that it is the Seller's responsibility to determine whether Seller Taxes apply to the transactions of goods and services listed and offered to Buyers and to collect, report, and remit the correct Seller Taxes to the appropriate tax authority. Even if the Buyer bears any tax, such tax amount will be included in the price indicated for the listed good (or the price indicated as "shipping and handling charges" of the good) as set forth in Section 9. Further, as Seller, you agree that we are not obligated to determine whether Seller Taxes apply and are not responsible to calculate, collect, report or remit any Seller Taxes arising from any transaction of goods or service between the Seller and the Buyer. "Seller Taxes" means any and all sales, use, consumption, import, export, value added and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through the Site, or otherwise in connection with any action, inaction or omission of you or any of affiliate of yours, or any of your or their respective employees, agents, contractors or representatives.

12. Returns and Refunds. For all of your products (excluding those which are fulfilled using the Fulfillment by Amazon service, if any), you will accept and process returns, refunds and adjustments in accordance with this Participation Agreement and the Amazon return policies published on the Amazon site at the time of the applicable order, and we may inform customers that these policies apply to your products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to Buyers in connection with your transactions, using functionality we enable for your account, and will route all such payments through Amazon.co.jp. Amazon.co.jp will provide any such payments to the Buyers (which may be in the same payment form originally used to purchase your product), and you will reimburse Amazon.co.jp for all amounts so paid. Amazon.co.jp may offset such payments against any amounts to be remitted or paid by Amazon affiliates to Seller under this Participation Agreement or seek reimbursement from Seller via any of the means authorized in Section 6.I. For all of your products that are fulfilled using the Fulfillment by Amazon service and posted on the Site for sale, you will agree and acknowledge that the Amazon.co.jp's refund policies published on the Site at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable return and refund policies or as required by law, and in no case later than thirty (30) days after the product is sold.

13. Password Security. Your password may be used only to access the Site, use the Services, electronically sign your transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password on this Site. If your password is compromised, you must change your password.

14. Illegal Activity.

a. Compliance with Laws; Fraud. The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations and administrative regulations, and to obtain the license necessary for sale of goods. You may not register under a false name or use an invalid or unauthorized credit card. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of civil and criminal laws of Japan. Amazon.co.jp will report fraudulent conduct to law enforcement, and cooperate to ensure that violators are prosecuted to the fullest extent of the law.

b. Investigation. Amazon.co.jp has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as we deem appropriate. Amazon.co.jp also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of the Services, denying access, and/or removal of any listing of goods on the Site. Amazon.co.jp reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.

c. Disclosure of Information. Amazon.co.jp reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Amazon.co.jp's systems and customers, or to ensure the integrity and operation of Amazon.co.jp's business and systems, Amazon.co.jp may access and disclose any user information it considers necessary or appropriate, including but not limited to user contact details, IP address, transaction information, usage history, and posted content.

15. Privacy; Use of Amazon Transaction Information.

a. Read the Amazon.co.jp Privacy Notice. These Privacy Notices may be changed by Amazon.co.jp in the future. You should check the Privacy Notice frequently for changes. Amazon.co.jp and its affiliates may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the Site or by any other means. When you register with Amazon.co.jp for sale of goods, some personally identifiable information about you, including your feedback and the e-mail address associated with your account, may be displayed on the Site and may be viewed by potential buyers.

b. You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from Amazon.co.jp or its affiliates as a result of this Participation Agreement, the transactions contemplated hereby or the parties' performance hereunder (collectively, "Amazon Transaction Information"), except you may disclose this information as necessary for you to perform your obligations under this Participation Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section 15.b. do not prevent you from using other information that you obtain separately from the Amazon Transaction Information, even if such information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon.co.jp user.

16. No Warranties. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AMAZON.CO.JP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

b. THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;

c. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;

d. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

e. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF AMAZON.CO.JP.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AMAZON.CO.JP DISCLAIMS ANY AND ALL SUCH WARRANTIES.

17. General Release. BECAUSE AMAZON.CO.JP IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE AMAZON.CO.JP (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

18. Indemnity/Limitation of Liability.

a. Indemnity and Defense. You will defend, indemnify and hold harmless Amazon.co.jp and each of their affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Participation Agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property rights by any products you sell or content you provide, or Seller Taxes or the collection, payment or failure to collect or pay Seller Taxes. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

b. Limitation of Liability. AMAZON.CO.JP WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

19. Applicable Law. The Site and the Services are arranged, sponsored, or managed by Amazon.co.jp located in the state of Washington, USA. The laws of Japan govern this Participation Agreement and all of its terms and conditions. The Tokyo District Court or the Tokyo Summary Court shall be the agreed exclusive jurisdiction in the first instance with respect to any lawsuits and legal disputes arising out of or related to the Site or the Service (these terms and conditions) depending on the amount of claim.

20. Disputes. Because Amazon.co.jp is not the agent of Seller and is not the agent of Buyer for any purpose, Amazon.co.jp will not act as agent in connection with resolving any disputes between participants related to or arising out of any transaction. Amazon urges Sellers and Buyers to cooperate with each other to resolve such disputes.

21. Your Grant. By entering into this Participation Agreement and listing an item, you grant Amazon.co.jp and its affiliates a royalty-free, non-exclusive, worldwide, irrevocable right in any existing or future media, known or unknown, now or at any later date and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content you submit to Amazon.co.jp and its affiliates, and to sublicense the foregoing rights to our affiliates and operators of

any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you to Amazon.co.jp (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks (provided you are unable to do so using standard functionality made available to you via the Site or Services); provided further, however, that nothing in this Participation Agreement will prevent or impair Amazon.co.jp's right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you provide, and that the use of such materials by Amazon.co.jp and its affiliates will not infringe upon or violate the rights of any third party.

22. Termination. Amazon.co.jp, in its sole discretion, may terminate the contractual relationship under this Participation Agreement, access to the Site or the Services, or any listing immediately without notice for any reason. Notwithstanding the foregoing, if the contractual relationship pursuant to your participation agreement with Amazon.com, Amazon.co.uk, Amazon.de, or any other Amazon.com international site that may exist now or in the future is terminated, Amazon.co.jp may terminate this Participation Agreement and your access to the Site and Services. Likewise, the contractual relationship pursuant to your participation agreement with Amazon.com, Amazon.co.uk, Amazon.de, and/or any other Amazon.com international site that may exist now or in the future and your access to those sites and services may be terminated upon termination of this Participation Agreement. Amazon, in its sole discretion, also may prohibit any Seller from listing items for fixed price sales.

23. General Provisions

a. **Entire Agreement.** This Participation Agreement and the general terms and conditions of the Site, including but not limited to the Privacy Notices and Conditions of Use, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

b. **No Agency; Third-Party Beneficiary.** Amazon.co.jp is not your agent, fiduciary, trustee, or any other representative. Nothing expressed or mentioned in or implied from this Participation Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Participation Agreement. This Participation Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Amazon.co.jp, you, and relying Buyers or Sellers.

c. **Severability.** If any provision of this Participation Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from other provisions and shall not affect the validity and enforceability of any remaining provisions.

d. **No Waiver.** Amazon.co.jp will be considered to have waived any of its rights or remedies described in this Participation Agreement unless the waiver is in writing and signed. No delay or omission by Amazon.co.jp in exercising its rights or remedies will be construed as a waiver. Any single or partial exercise of a right or remedy by Amazon.co.jp will not preclude further exercise of any other right or remedy. Amazon.co.jp's failure to enforce the strict performance of any provision of this Participation Agreement will not constitute a waiver of Amazon.co.jp's right to enforce such provision or any other provisions of this Participation Agreement.

e. **Assignment.** You may not assign or transfer this Participation Agreement or any rights or obligations under this Participation Agreement, by enforcement of laws or otherwise, without our prior written consent. Amazon.co.jp may assign or transfer this Participation Agreement or the rights and obligations under this Participation Agreement freely without your consent.