

## **TRiCERA ART Artist Terms of Service**

TRiCERA, Inc. (hereinafter referred to as "the Company") has set forth these terms of use (hereinafter referred to as "Terms") and herewith provides services provided through its E-commerce site ("Services") to users of these Services ( "User" or "Users"). Upon applying for the use of these Services, the User consents to these Terms.

### **Article 1 (Definitions)**

The following terms and words have the meanings set forth below when used in these Terms.

1. "Services" refers to services that allow Users to post products that they have ownership of or the right to dispose of onto the Internet website operated by the Company and sell those products through the website.
2. "The Market" is the Internet website run by the Company to provide Services, called TRiCERA ART.
3. "Primary Format" refers to a distribution format in which goods are produced by the User, who is the artist, and are listed on the market by the User. (So-called first-time works for sale).
4. "Secondary Format" refers to a distribution format in which goods that are already in circulation on the market are listed for sale by users.
5. "User" refers to a person who accepts these Terms, applies to the Company for the use of Services, obtains the consent of the Company, and receives Services from the Company.
6. "Listing" refers to the posting of a product the User wishes to post on the Market along with information the User wishes to post.
7. "Customer" refers to a person who wishes to purchase a product Listed on the Market.
8. "The Contract" refers to the service agreement described in these Terms (If additional rules and guidelines accompanying these Terms are set forth, they shall be included.) between the Company and the User that is established when the Company approves the User's application to use its Services.

### **Article 2 (Establishment of the Contract)**

1. The User shall apply for use of the Services using the method prescribed by the Company, and the Contract shall come into effect at the time the Company sends a notification approving the User's application.
2. If the Company and the User make a separate agreement on Services provided to the User by the Company which contradicts these Terms, the latter agreement shall take precedence.

### **Article 3 (Matters Requiring Notification)**

When submitting the application for use referred to in Article 2, the User shall

notify the Company of the following matters in advance, and if there are any changes in the following matters while using this service, the User shall promptly notify the Company. The User shall be liable for any damages incurred to the Company or to the User due to failure to submit the above notification.

- (1) Trade name (store name), name of the representative, and location of the head office (if the User is a business entity)
- (2) Types of products to be Listed or planned to be Listed
- (3) Conditions of commercial transactions including insurance and payments
- (4) Other items that the Company requests the User to report

#### **Article 4 (Identification Verification)**

If TRiCERA asks the User for any of the following forms of identification (limited to those within the validity period) in the manner prescribed by TRiCERA in accordance with the Secondhand Articles Business Act, the User shall be obliged to comply.

- (1) Driver's license (If there has been a change of address, the back side of the card which shows the change must be included)
- (2) Japanese passport (including address)
- (3) Basic Resident Registration Card (including a photo of the User's face)
- (4) Certificate of Alien Registration
- (5) Employee ID/Student ID (including photograph, date of birth, and current address)
- (6) Other documents required for verification of identification

#### **Article 5 (Transfer of Rights, etc.)**

The User may not transfer, sublease, pledge as collateral, or otherwise dispose of any rights under the Contract.

#### **Article 6 (Listing Products on the Market)**

1. The User agrees that goods produced by the User shall be listed and distributed in both primary and Secondary Formats.
2. After the Contract is established, the User shall provide the Company with product information such as images of the products and artists, the artist's award history and solo exhibitions, and any other information that the Company deems necessary for Listing products on the Market. This information shall be provided in the format and method specified by the Company.
3. If the product is listed in Primary Format, the User, who is the artist, will provide their biography and information to the Company in the Company's operating media, irrespective of whether or not the product is on display at a particular point in time. Personal information such as achievements and photos, information on exhibited products such as product photos and descriptions, and other texts that can be used under copyright, such as articles and magazines created by the User, shall be posted. The content and method of posting such information shall be left to the discretion of the Company.
4. If the Company receives the information provided in the preceding paragraph from the User, reviews the contents, and agrees to list the User's products, they will post the information provided by the User and the products requested to be listed on the market. The User agrees that even if the Company does not

consent to the listing, to not disclose any reasons why the Company should not consent.

5. The User shall not claim any damages or other damages against the Company, even if the Company does not consent to the listing or if a certain period is required for review of the listing or for listing the product on the market.
6. In principle, the User will not be charged when Listing a product, but if the Company must create or acquire the information described in the preceding Section, a separate cost will be incurred.

## **Article 7 (Representations and Warranties)**

The User represents and warrants the following matters to the Company when Listing products. If any of the following items change during the period of the Contract, the User shall promptly notify the Company of changes.

- (a) The information provided to the Company by the User in Article 6 Section 1 is factual and accurate.
- (b) At the time a product is Listed and during the Listing period, the User has ownership of the product or the right to dispose of it.
- (c) The User themselves must produce the product exhibited in the Primary Format, and the object delivered to the purchaser must be the User's production.
- (d) The products exhibited in the Primary Format do not infringe the patent rights, utility model rights, design rights, trademark rights, copyright, and other intellectual property rights (including the right to acquire such rights or to file an application for registration, etc. of such rights.), rights of likeness, rights of publicity, trade secrets, ideas, concepts, expertise, and any other rights of third parties, and that no infringement of these rights has taken place in the creation of this product, and that no acts in breach of national or international law or regulations have taken place.
- (e) The product is unsuitable for sale on the Market, such as a stolen or counterfeit item (except when information is provided that identifies it as an imitation).
- (f) When selling a product, the User must provide the Company with all product information that affects the purchase by the Customer, such as stains or damage.

## **Article 8 (Sales Method)**

1. When the Company receives an inquiry about a product from a Customer, the Company will notify the User to that effect and provide information about the product to the Customer.
2. After receiving an order for a product from a Customer, the Company will notify the User of the order details by email and request shipping. The User will contact the Company to confirm these details, and if the User has no objections at that time, a sales contract for the product shall be established between the Company and the User. The purchase price of the product is calculated according to the standard set previously between the Company and the User.
3. The ownership of the product for which the sales contract has been established according to the preceding Section shall be transferred from the User to the Company when the User ships the product to the Customer.
4. After the above sales contract is established, the User shall promptly ship the

product in accordance with instructions from the Company. The User consents in advance to potentially bearing some of the costs necessary for shipping such as the cost of packaging and other materials.

5. The Company will sell the products Listed on the Market to Customers, and the rights and obligations associated with sales, etc. shall be clearly indicated as matters involving the Company and the Customers.
6. Both the Company and its Users shall comply with the Act on Specified Commercial Transactions, the Installment Sales Act, the Act against Unjustifiable Premiums and Misleading Representations, and other related laws and regulations when selling products through this Service.
7. When selling products, the Company shall handle all communication with the Customer, and if the Customer has a question for the User about the product, the User will promptly report to the Company the content of the inquiry and follow instructions from the Company.
8. If a dispute arises between the Company and a Customer due to non-delivery, delayed arrival, defects, or other issues, or if a dispute arises between the Company and a third party regarding moral rights or intellectual property rights such as copyright or trademark rights and the cause is due to negligence on behalf of the User, the Company may request the User to provide reasonable assistance to the fullest extent. In addition, the User must respond to the Company's request as soon as possible.
9. If the Company is obliged to pay damages or other expenses in a dispute with a Customer or third party, and if the cause is due to the User's negligence, the User shall pay all or part of the amount. Additionally, the User shall pay the Company all or part of the attorney's fees and other expenses required to settle the dispute.
10. The Company shall be able to request the User to return the product within 45 days after the product is shipped to the Customer. If it can be reasonably determined that the product returned to the User is in a condition that can be resold, the User shall consent to the return of the product and refund the full price of the product to the Company. If the Company reasonably determines that the product returned to the User cannot be resold, and if the cause is due to the Company's negligence, the Company will pay to the User all or part of the costs for repair and other necessary expenses until the product can be resold.

## **Article 9 (Copyrights)**

1. Regarding copyrighted works such as information about artists and products to be posted on the Market and copyrighted works registered in the database system such as product images, the Company owns the copyright to materials it creates, and the User owns the copyright to materials he or she creates.
2. When the User publishes the copyrighted work belonging to a third party on the Market or registers it in the database system, the User must obtain the following permissions from the third party in advance regarding the copyrighted work in question.
  - (1) Permission for the User to use or modify the work
  - (2) Permission for the Company to use or modify the work within the scope specified in the next Section
  - (3) Permission for the Company and third parties approved by the Company to use or modify the work within the scope specified in Sections 4 and 5

of this article.

3. Regarding the copyrighted work and contents of the User or a third party described in Section 2 above (hereinafter "the copyrighted work of the User or a third party"), the User shall permit the Company to use or modify these works free of charge to promote the User's shop, the Market, or other TRiCERA Services, etc. This shall be done through the media specified below, using the method the Company deems appropriate and to the necessary extent within the Company's site or hyperlinks from affiliated sites. The Company grants the User a free-of-charge license to use and modify the information in the following media specified below. However, if making major modifications that infringe on the moral rights of the author, the Company must obtain permission from the User in advance. Within the extent of the modification, the User agrees not to exercise moral rights or to have a third party exercise their moral rights regarding the copyrighted work of the User or a third party.
  - (1) Websites and apps operated by the Company
  - (2) Posts on social networking accounts managed by the Company
  - (3) TV, newspaper, and magazine advertisements, etc. distributed by the Company
  - (4) Printed materials and presentation materials distributed at events held or participated in by the Company
  - (5) Websites and apps operated by the Company's affiliated companies and participants of affiliate services provided by the Company
4. The User shall permit a third party approved by the Company to use or modify the copyrighted work of the User or a third party at no charge and in a manner approved by the Company, through a medium such as a social networking account managed by the third party.
5. The User shall permit a third party approved by the Company to use or modify the copyrighted work of the User or a third party at no charge for the purpose of research and development to improve the Company's Services or Internet Services.
6. The provisions of this Article regarding copyrights owned by the Company shall remain valid even after the Contract ends.

#### **Article 10 (Outsourcing)**

1. The Company and the User shall be permitted to outsource to a third party all or part of the business related to this Service at their own risk.
2. In the case of the preceding Section, the Company and the User shall have the third party comply with these Terms, and shall be responsible for the actions of the third party.

#### **Article 11 (Contract Period)**

There is no fixed period for the Contract, and unless the Company terminates or cancels the Contract based on these Terms, or unless the User cancels the Contract, it remains valid.

#### **Article 12 (Payment of Purchase Price)**

The Company shall pay the User the total amount of the purchase price for the

month, from which the Company has deducted any commissions the Company incurred in settling the purchase price with the Customer, at the end of the month following the month in which the User ships the merchandise, in a manner mutually agreed upon by both parties.

### **Article 13 (Cooperation with Authenticity Evaluation)**

1. If an item listed in Secondary Format is the User's work, the Company may request the User to verify the authenticity of the item. The method of authenticity verification, which is primarily an authenticity verification of the item as being produced by the User, will be determined by consultation between the Company and the User. For items that have been authenticated by the User, the Market shall include a statement such as "authenticated" or similar on the Market.
2. If the User conducts the authentication in the preceding paragraph, on the condition that the product has been sold and the Company has received a purchase price from the Customer, the Company will provide the User with a cooperation fee for the authentication. (hereinafter referred to as the "Appraisal Cooperation Fee").
3. The Appraisal Cooperation Fee is calculated according to the company's standards and is paid by transferring it to the bank account registered with the Company by the User according to the company's methods.
4. The Appraisal Cooperation Fee shall be paid for each product that the User cooperates in authenticating, but if the Company is unable to pay the Authenticity Cooperation Fee due to the absence of a registered bank account, the Appraisal Cooperation Fee shall be erased if the User does not change bank account registration within 3 months after the Company sends the transfer account confirmation notice.

### **Article 14 (Customer Information)**

1. In the context of protecting the privacy of Customers and maintaining the reliability of the Market, the Company shall be able to take restrictive measures that it deems appropriate regarding the type and scope of information to disclose to Users for the information managed by the Company about Customers such as name, address, telephone number, email address, gender, age, name and address of school or workplace, and other details about the Customer (hereinafter referred to as "Customer Information").
2. When using the Customer Information disclosed by the Company, the User shall consider the privacy of the Customer and the interests of the entire Market, and only use the information to the extent permitted by these Terms. In addition, the User shall not allow a third party to leak, disclose, provide, or otherwise handle the Customer Information, regardless of whether or not compensation is received.
3. After the termination of the Contract, the User shall not be able to use Customer information unless the Company specifically consents in writing.
4. Regardless of whether or not the User falls under the category of a business operator handling personal information as described in the Act on the Protection

of Personal Information, the User must comply with the same obligations of a business operator handling personal information as stipulated by the law.

5. The User is fully aware that the leakage of Customer Information may damage the Company's credibility and have other serious consequences on the Company as a whole, and the User must take necessary measures to prevent an external leak of Customer Information, such as establishing appropriate storage and disposal methods for Customer Information, appointing information managers, and educating employees. If Customer Information is leaked by the User, whether by intention or negligence, the User will be liable to pay compensation for any damages and costs incurred to the Company (including costs required as an apology to the Customer and attorneys fees).
6. The provisions from Sections 3 to 5 shall remain valid even after the termination of the Contract including these Terms.

#### **Article 15 (Duty of Confidentiality)**

1. The Company and the User must not leak, disclose, or provide to a third party the Contract or information obtained in connection with the Contract, and any other matters that should belong to the confidentiality of the other party, regardless of whether it is during or after the Contract period. However, this shall not apply if the other party's written consent is obtained in advance.
2. Notwithstanding the preceding Section, if the Company is required by law or a national agency or if the Company deems it necessary for the operation of the Market or for protecting the rights or property of the Company, a Customer, or another seller or third party, the Company shall be allowed to disclose and exchange information including personal information about the Users to national institutions or affiliated companies that have signed confidentiality contracts.

#### **Article 16 (Prohibited Matters)**

1. The User shall not engage in any of the following acts.
  - (1) Acts that violate or may violate the provisions of laws and regulations
  - (2) Acts that are contrary to public order and morality
  - (3) Acts that may mislead the Customer's judgment
  - (4) Acts that are an infringement on property rights (including intellectual property rights), invasion of privacy, defamation, false accusation, or any other act that causes or may incur losses to the Company, other sellers, or third parties
  - (5) Acts of performing the same or similar business as the Company.
  - (6) Acts that interfere with the operation and maintenance of TRiCERA's Service operations
  - (7) Acts of falsifying information about the Market without the Company's consent
  - (8) Acts of sending or writing harmful computer programs, emails, etc.
  - (9) Acts of unauthorized access to the Company's server or other computers
  - (10) The act of a User using the Market as a means for communicating with Customers and inviting them to make transactions outside of the Market directly with the User
  - (11) Any other acts that the Company prohibits under separate stipulations
2. The liability for prohibited acts set out in the preceding paragraph shall also

apply when the Contract is terminated or Services are suspended for any reason.

### **Article 17 (Suspension of Services)**

The User agrees in advance that the use of Services may be suspended for a certain period without prior notice to the User for the following reasons and agrees not to claim damages from the Company resulting from the suspension of Services.

- (1) When performing work such as inspection, repair, maintenance, or improvement of the Company's server or software
- (2) When unavoidable circumstances such as an accident or failure occurs in the equipment, telecommunications equipment, communication lines, etc. related to the Services
- (3) When there is a reasonable cause for the Company to stop providing Services, such as unauthorized access from a third party to the system or server required to provide the Services
- (4) If it is impossible or difficult to provide the Service due to force majeure events, such as war, riots, mayhem, labor disputes, fires, power outages, earthquakes, tsunamis, floods, and other natural disasters
- (5) When the Company deems it unavoidable to protect its own interests and those of the Customers, Users, and other third parties related to this Service

### **Article 18 (Suspension of Listings, etc.)**

1. The Company shall be able to suspend the Listing by a User, publicly announce the reason for suspension, and take other necessary measures if any of the following reasons apply to the User. In this case, the User shall promptly follow instructions from the Company and take corrective measures.
  - (1) When a reason specified in Article 21, Paragraph 1 occurs
  - (2) When there are frequent complaints about non-delivery, delayed arrival, refunds, etc. from the Customers who purchased the User's products
  - (3) When it is found that the Listed product is prohibited from sale by law
  - (4) When there is a risk that posting product information on the Market or selling the product may infringe on the rights of a third party, such as when the User does not have the ownership or disposal rights of the product
  - (5) When the Company deems it necessary in the context of consumer protection to take measures such as suspension of a Listing
2. The User agrees not to charge the Company for any damages caused by the measures such as suspension of Listings described in the preceding Sections
3. Even if the User has been suspended from Listing based on Section 1, the Company shall be obliged to pay the purchase price of the product based on Article 12. However, if there are damages or a possibility that damages will be incurred to the Company due to reasons causing the suspension of a Listing, the User consents that the Company shall be able to suspend the payment of the purchase price to the User.



## **Article 19 (Disclaimers)**

1. The Company shall not be liable for any damages incurred by the User regarding Listings (Including, but not limited to, server or software failures, glitches, and malfunctions, suspension of all or part of the Services, suspension of User Listings, troubles with Customers, etc., regardless of the cause.).
2. The Company shall be able to change or add Market specifications, etc., or suspend or abolish the Service without prior consent from the User.

## **Article 20 (Cancellation by the User)**

The User shall indicate their intention to cancel following the procedures prescribed by the Company and the Contract shall be ended 10 days after the indication of the User's intention reaches the Company.

## **Article 21 (Termination/Cancellation of Contract by the Company)**

1. The Company shall be allowed to terminate the Contract without any notice and immediately delete information about the User's Listed products from the Market and the server if any of the following reasons pertain to the User.
  - (1) When the User violates these Terms
  - (2) When a bill or check fails to pass
  - (3) When a petition for seizure, provisional seizure, provisional disposition, or other compulsory execution or delinquent disposition is received
  - (4) When a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation is received or filed by the User
  - (5) In addition to the previous three Sections, when there is a significant change in the credit status of the User
  - (6) When the business entity is dissolved or operations suspended, or when there is a transfer of all or a significant part of the operations or business, or a corporate division, or a merger in which the company becomes absorbed
  - (7) When effective control of the company changes due to changes in the composition of shareholders, directors, etc.
  - (8) When contact with the user is no longer possible
  - (9) When the User receives warnings or admonishments from administrative authorities regarding sales methods, products handled, or other business operations
  - (10) When the Company deems that the Users' sales methods, products handled, or other business operations are offensive to public order and morals or are not suitable for the Market
  - (11) When the Company deems there is a reason equivalent to any of those listed in this section
  - (12) Any other circumstances in which the Company deems it difficult to continue the Contract with the User
2. The Company may, for any reason, terminate this Contract by notifying the other party in writing at least one month in advance.

3. If any of the reasons in Section 1 pertain to the User, even if there is no notification from the Company, all debts owed to the Company, not limited to those based on the Contract, shall automatically become immediately due and payable.
4. If any of the following reasons pertain to the User, at the request of the Company, all debts owed to the Company, not limited to those based on the Contract, shall become immediately due and payable.
  - (1) When a Listing is suspended based on Article 17, Section 1, and the remedial measures are not taken or are not expected to be taken promptly per the Company's instructions
  - (2) In addition to the preceding Sections, when a considerable reason requiring the protection of claims occurs
5. The Company shall be permitted to cancel the Contract immediately until consenting to the Listing based on Article 6 Section 2.
6. If the Contract is ended under Section 1, Section 2, or the preceding Sections, even if the User suffers a capital loss, cost burden, lost profits, or other damages, the Company will not be responsible for such damages.

## **Article 22 (Cancellation due to Relations with Antisocial Forces)**

1. If the Company determines that any of the following pertain to the User, the Company shall be permitted to cancel the Contract without any notice to the User and immediately delete information about the User's products from the Market and the server.
  - (1) If the User is an organized crime group or member of such a group, an organization involved with an organized crime group or a member of such an organization, or any other anti-social force (hereinafter collectively referred to as an "organized crime group, etc."), or if the User was involved with organized crime in the past
  - (2) When the individual or corporation that controls business activities is an organized crime group, etc.
  - (3) When there is a person in an organized crime group, etc. among the officers or employees
  - (4) When the User (or an officer if the User is a business entity) is arrested or detained in a criminal case, or when the User is prosecuted for criminal charges
  - (5) When the User directly or through a third party uses fraudulence, crude behavior, demands beyond the scope of reason, violent acts, or threatening language toward the Company or Customers
  - (6) When the User tells the Company or a Customer that he or she is a member of an organized crime group, etc., or that he or she is affiliated with an organization or person that is an organized crime group, etc.
2. The provisions of Article 21 Sections 3 and 6 shall apply even if the Company cancels the Contract in accordance with the preceding Section.

### **Article 23 (Notice)**

1. Notifications from the Company to the User shall be sent to the address or e-mail address provided by the User to the Company.
2. When the notification is sent to the User's postal address, even if the notification does not arrive due to the User's refusal of receipt, absence, or other reasons, the notification is considered to have reached the User at the time it is sent. In addition, when the notification to the User is sent to the User's email address, the notification is considered to have reached the User at the time the email was received by the User or 24 hours after being sent by the Company, whichever is earlier.

### **Article 24 (Governing Law, Agreed Jurisdiction Court)**

The Contract including these Terms shall be interpreted based on Japanese law, and in the event of necessary lawsuits between the Company and the User, the Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction of the first hearings over all disputes, depending on the amount of the suit.

### **Article 25 (Language Preference)**

1. The Terms have been prepared from the original Japanese and any translated terms and conditions in languages other than Japanese are provided for convenience only and are not legally binding. In the event of discrepancies between the translated Terms of Use and the original Japanese version, the original Japanese shall take precedence.
2. For the convenience of the Service to the User, the Company may provide guidance in a language other than Japanese, but the accuracy of translation will not at all be guaranteed, and guidance in Japanese will be given precedence.

### **Article 26 (Changes to the Terms)**

1. The Company may revise the contents of these Terms (If additional rules and guidelines accompanying these Terms are established, they shall be included.) when deemed necessary without prior notice to the User.
2. If the User continues to List their products after being notified of changes to these Terms (If additional rules and guidelines accompanying these Terms are established, they shall be included.), the User shall be deemed to have approved the new Terms and the revised Terms shall apply.

Established November 19, 2018,  
Revised December 20, 2018,  
Revised November 01, 2019,  
Revised on February 06, 2020,  
Revised November 25, 2020,  
Revised March 25, 2022,  
Revised on April 24, 2023