

Terms of Service regarding Hikyaku Marketing Mail

Hikyaku Marketing Mail is a service that Sagawa Express Co., Ltd. provides by employing the map information system developed by Zenrin Co., Ltd.

Chapter 1 General Provisions

(Application of terms and conditions)

Article 1

1. The agreement between Client and Sagawa Express Co., Ltd. (“Sagawa Express”) with regard to Hikyaku Marketing Mail (“Service”) shall be subject to these terms and conditions (“Terms”).
2. Sagawa Express may amend these Terms, in which case the terms and conditions pertaining to provision of the Service shall be subject to the Terms following such amendment. Sagawa Express shall notify Client of the amended Terms, or post them on the Sagawa Express website, without delay following such amendment.

(Definitions)

Article 2

For the purposes of these Terms, the following words shall have the meanings here stipulated:

- (1) “Marketing” means to analyze and extract data of residences, geographical areas etc. to which Posting is to be executed, based on information input by Client.
- (2) “Posting” means to deliver Distribution Items (printed matter etc. designated by Client, including, but not limited to, pamphlets and flyers) to the mailboxes of the residences, apartment houses, business office complexes etc. located in the specific areas extracted by means of Marketing.
- (3) “Hikyaku Marketing Mail System” means the Service’s management system provided by Sagawa Express on its website for Client use.
- (4) “Distribution Item” means the item for Posting designated by Client, which includes,

but is not limited to, pamphlets and flyers.

(5) "Folding Work" means the work of folding Distribution Items.

(6) "Analysis Report" means a report summarizing the results of Marketing analysis.

Chapter 2 Service Contents

(Contents of the Service)

Article 3

Sagawa Express shall provide services of identifying the geographical areas to which Posting is to be implemented in accordance with the Marketing results, based on the application information input by Client, and of executing Posting of Distribution Items designated by Client.

(Provision of the Service)

Article 4

1. For reasons of privacy protection and security management, Sagawa Express shall not provide the Service without checking the input User ID necessary to use the Service and the password designated by Client in advance. Sagawa Express will regard as a legitimate Client the person who, in using the Service, inputs the correct User ID and password.
2. Client shall manage its User ID and password on its own responsibility.
3. Client shall receive the Service only for Client's own use, and shall not receive the Service with the aim of providing it for use by any third party. Client shall not disclose to any third party the Marketing-based Analysis Report provided in the Service.

Chapter 3 Contracts

(Application procedure)

Article 5

To apply for the Service, Client shall fill out the application input form provided via the Hikyaku Marketing Mail System ("System") on the Sagawa Express website.

(Note: System is in Japanese only.)

(Flow of application and service)

Article 6

1. To use the Service, Client shall consent to the Terms of use. Client first requests a Service quotation via the System.
2. On receiving the quotation request, Sagawa Express confirms related information and accepts the request. Sagawa Express notifies Client via e-mail of the acceptance of the request.
3. Client logs in to the System via the URL provided in the e-mail message from Sagawa Express containing the quotation for the Service, or via the Sagawa Express website, and checks, on the System page, the applicable quotation form provided in the list of deliveries for which quotations have been requested.
4. After checking the quotation form, Client places an order for delivery. Prior to the order placement, Client can review the Analysis Report, for an additional charge. Regarding disclosure of the Analysis Report, a disclosure contract shall be concluded with Client when Sagawa Express posts the message "request for Analysis Report accepted" on the System page. Upon conclusion of this contract, the Report shall be disclosed, for a fee.
5. When receiving a delivery order, Sagawa Express sends Client an e-mail notifying acceptance of the order. The contract pertaining to use of the Service shall be concluded upon receipt of said e-mail by the mail server of the Client who has applied for the Service.
6. Client may check the proceedings of Posting on the System page that includes the list

of ordered deliveries.

7. Sagawa Express may refuse an application for service if any of the following apply to Client. Sagawa Express shall assume no obligation to disclose any reason for such refusal.

- (1) If the input application information is proven incorrect and contrary to the facts, or includes a material omission
- (2) If Sagawa Express feels that the Service may be used in a manner that would violate the Terms
- (3) If the Client is proven to be or to have been an antisocial group, such as an organized crime syndicate
- (4) If any condition pertains that could otherwise interfere with business operations conducted by Sagawa Express

(Size of Distribution Item)

Article 7

Under the terms of Service, acceptable Distribution Item size shall be up to B3 (36.4 cm × 51.5 cm), and thickness shall not exceed 1 cm. If a Distribution Item has a side length exceeding 29.7 cm (A4 length), Client shall fold the Item, on Client's own responsibility, so that each side length is 29.7 cm or less (up to 1 cm in thickness). Client may also ask Sagawa Express to conduct this Folding Work at additional charge, when applying for the Service.

(Transfer of Distribution Items)

Article 8

After receiving e-mail notifying acceptance of delivery order as set forth in Section 5, Article 6, Client shall prepare the Distribution Items and send them, at its own expense, to the Sagawa Express sales branches and offices indicated in the quotation form. When sending the Items to said branches and offices, Client shall sort and divide the Distribution Items into respective quantities to be delivered by each sales branch and

office. If Sagawa Express agrees in advance, Client may send the Distribution Items directly to other location(s) designated by Sagawa Express.

(Prior consent by Client)

Article 9

To use the Service, Client shall give prior consent to the following conditions:

- (1) The provisions set forth herein
- (2) The analysis results of Marketing are general and common in nature, so do not ensure the expected effects of Posting
- (3) The period of delivery means the estimated duration required for Posting
- (4) If there are any Distribution Items remaining at the end of the Posting, Client must collect them at its own expense in cooperation with Sagawa Express, and must duly dispose of them as its own waste matter
- (5) The System may not be available temporarily due to System maintenance work and other reasons

(Prohibitions on the part of Client)

Article 10

In using the Service, Client shall not:

- (1) Order a Posting of Distribution Items carrying any content that contravenes, or may contravene, public order and/or morality
- (2) Engage in criminal acts, illegal acts or other acts that may constitute criminal and/or illegal acts
- (3) Engage in acts that impede, or may impede, the operation of the Service
- (4) Have any third party(s) use the Service, or use the Service to benefit any third party(s)
- (5) Ask Sagawa Express to dispose of Distribution Items that may remain after Posting
- (6) Engage in other acts that Sagawa Express has deemed inappropriate and has so notified Client

(Period of responsibility)

Article 11

The period of time during which Sagawa Express is responsible for Postings severally ordered in the Service shall be from the time specified in Section 5, Article 6 until the time the Posting by Sagawa Express is completed and the extra Distribution Items are returned to Client.

(Cancellation of contract)

Article 12

When the contract pertaining to use of the Service ("Contract") has been concluded, Client may only cancel the Contract by paying to Sagawa Express, as penalty, the value equivalent to the total amount of the written quotation for the Service Client wishes to cancel.

(Prohibition on transfer)

Article 13

Client shall not transfer any rights and/or obligations pertaining to the Service contract to any third party without the prior consent of Sagawa Express.

(Updating of registered information)

Article 14

1. If there are any changes in Client's registered information, such as company name, postal address or person responsible for use of the Service, Client must update such information without delay via the Sagawa Express website. If as a result of failure to update such information Client incurs any damages in using the Service, Sagawa Express shall assume no liability therefor.
2. When registered information is updated as provided for in the preceding paragraph, Sagawa Express may ask Client to submit documents certifying such changes.

(Termination of Contract by Sagawa Express)

Article 15

1. Sagawa Express may immediately terminate the Contract if any of the following conditions apply:

- (1) Any of the items set forth in Section 7, Article 6
- (2) Client commits any of the acts stipulated in Article 10
- (3) Client is otherwise deemed to be in violation of the Contract

2. If Sagawa Express terminates the Contract, if Distribution Items have already been sent to Sagawa Express's sales branches and offices etc., Client shall immediately collect such Items from said branches and offices etc. on Client's own responsibility.

Chapter 4 Suspension of Service

(Temporary suspension of Service)

Article 16

If a situation arises in which Sagawa Express is unable to provide the Service due to causes not attributable to Sagawa Express (including such causes, or possible causes, as system failures by Zenrin Co., Ltd., natural disasters and emergencies, and other unavoidable causes), Sagawa Express may, without notifying Client, immediately suspend provision of the Service until the termination of said cause, in which case Sagawa Express shall be exempted from any liabilities pertaining to provision of the Service.

Chapter 5 Charges

(Charges)

Article 17

Charges for use of the Service, including those pertaining to Marketing, shall be severally determined for each order, based on a quotation provided at the Client's request, as set forth in Section 1, Article 6.

(Payment of Charges)

Article 18

1. Sagawa Express charges Client for the Service on a monthly basis, in principle, by calculating such charges as of the 20th day of the month.
2. After checking the statement of charges determined as per the preceding paragraph, Client shall make payment no later than the 20th day of the following month, by transferring the charged amount to the bank account designated by Sagawa Express.
3. Notwithstanding the provisions of the preceding two paragraphs, if there are any other transactions between Client and Sagawa Express, such as in transportation service, the charge for Service shall be settled pursuant to the arrangements pertaining to charging and payment in said other transactions.

Chapter 6 Damages

(Limitation of liability)

Article 19

If in using the Service Client incurs any damages resulting from causes attributable to Sagawa Express, Sagawa Express shall indemnify Client for direct damages, with a value limit equivalent to the quotation for the ordered delivery in which the damages occurred.

(No liability)

Article 20

1. Sagawa Express shall assume no liability for any damages incurred by Client that result from incorrect usage by Client of its User ID and/or password in the Service, or from unauthorized use etc. of User ID and/or password by any third party.
2. Sagawa Express shall assume no liability for any damages incurred by Client that are attributable to incorrect input of application information by Client.

3. Sagawa Express shall assume no liability for any damages incurred by Client that are attributable to infringement by Client of any of the provisions stipulated in the Terms.

(Liability of Client)

Article 21

Client shall pay any damages incurred by Sagawa Express and/or a third party, to the extent that such damages result from any cause attributable to Client.

Chapter 7 Miscellaneous Provisions

(Client Information)

Article 22

Sagawa Express will not provide or disclose any Client information to any third party without prior consent of Client, except in the following cases:

- (1) When such provision and/or disclosure is required in accordance with any provisions and/or procedures of laws and regulations
- (2) When such provision and/or disclosure is necessary to protect the rights and/or properties of Sagawa Express
- (3) When such provision and/or disclosure is necessary to protect the safety of Client and/or the public in an emergency situation
- (4) When Sagawa Express deems such provision and/or disclosure necessary on the basis of reasonable cause, in order to maintain the Service

Apart from the aforementioned provision, personal information shall be treated pursuant to the Personal Information Protection Policy indicated on the Sagawa Express website.

(Commission to Sagawa Express affiliated and cooperating companies)

Article 23

Sagawa Express may commission, on its own responsibility, any of its affiliated or cooperating companies etc. to conduct all or part of its tasks in providing the Service stipulated in the Terms.

Established: June 21, 2010 (First version)