

User Policy of Services (Auction)

User Policy

“Curumaction” (hereafter referred to as Website) is an auction website specialized for “The Audi R8 Star of Lucis”, which is run by Curumaction Co., Ltd (hereafter referred to as Company). This user policy of Curumaction (hereafter referred to as User Policy) defines the conditions of using the Website under the name of “Curumaction” and services provided by Company (hereafter referred to as Services), and shall bind the clients of the Website and Services (hereafter referred to as Users), Website and Company. Users must agree and comply with this User Policy in order to use Services.

1. About Services

1.1 Services are provided by Company in order to offer a platform to sell “The Audi R8 Star of Lucis” to individuals. All sales contract shall be binding Company and Users.

1.2 Company is responsible to tasks defined in this User Policy.

1.3 Services shall be provided from the opening of the auction of “The Audi R(Star of Lucis” up to 1 months after the closing of the auction. Services may be discontinued due to computer, service or network failures and other unavoidable grounds.

2. Terms

2.1 “Users” are individuals who agreed to the User Policy and obtained the right to join the auction.

2.2 “Users and such” are individuals who obtained the right to join the auction and viewers of Website.

2.3 “User Policy” refers to the conditions outlined in this User Policy as well as the expressions under the Act on Specified Commercial Transactions, privacy policy and user guideline of various services.

2.4 “Contents” refers to images, videos, texts and such that has been published/sent to Website by Company or Users.

2.5 “Vehicle” refers to “The Audi R8 Star of Lucis” that is designated in Website.

2.6 “Sales Contract (Agreement)” refers to the legal action that binds the winner and Company when the bidder wins the auction. “Sales Contract (Agreement)” shall be governed by and construed in accordance with the laws of Japan.

2.7 “Partner Contractor” refers to a third party, which Company outsources tasks related Website and Services, who has signed a registration agreement including confidentiality obligations regarding Website, User information and other various information.

2.8 The terms defined in this article shall be effective in Contents of Website as well as the Privacy Policy specified separately.

3. Usage Conditions

3.1 Users are required to agree to this User Policy in order to use Services.

3.2 This User Policy is effective to all Users.

4. Handling of Personal Information

4.1 Company shall handle the personal information of Users based on the Privacy Policy specified separately. In addition to this, Company may send information and such related to Services to Users.

4.2 Company may disclose to third parties the personal information of Users obtained through the usage of Services when Company obtained the approval of Users as well as under cases applying to any of the following items.

(1) When a request to disclose personal information is made in accordance with the law or is made by a government authority.

(2) When information is disclosed to a third party, which Company has outsourced the tasks related to Services, to the extent necessary for the third party to execute the tasks.

(3) When it is required to improve the functions of Services and when it is required to manage Services.

5. Suspension and Discontinuation of Services

5.1 Company may suspend or discontinue all or part of Services without prior notification to Users under cases applying to any of the following items.

(1) When undertaking a regular or emergency system maintenance or update.

(2) When it is difficult to continue providing Services due to unavoidable grounds in cases including but not limited to fire, power outage and natural disasters.

(3) When it is decided that it is necessary to suspend or discontinue Services or it is difficult to continue provide Services based on managing and technical reasons.

5.2 Company shall not take any responsibility or liability on losses or damages suffered by Users or third parties due to the suspension or discontinuation of Services.

6. Dispute Resolution

6.1 Company will take corrective measures to protect the interests of the persons who must be protected when Company decides that Users and such took an action that violates this User Policy. At the same time, Company will take punitive actions to those Users and such.

6.2 Company shall not take any responsibility or liability on problems arising between a User and third party related to the use of this Services. In such cases, the problems shall be settled between such parties, however, when Company suffers damages because of the problems, such parties will jointly and severally liable to compensate for these damages.

6.3 When Users and such or a third party is being in dispute with others due to matters related to this Website, the dispute shall be resolved at their own responsibilities and expenses.

7. Notification to Users

7.1 Company (including companies and individuals that we outsource and hold partnership with) will notify Users based on the information registered with Company information and messages on all such occasions by using e-mails, telephone calls or postal letters.

7.2 Website and Company shall not take any responsibility on damages arising from the non-delivery or delayed delivery of the notification or message illustrated in the prior clause.

7.3 When User makes an inquiry to Company, User will make this inquiry through an e-mail to the address provided on Website.

7.4 The method Company replies to the inquiry (e-mail, postal letter, telephone call, etc.) will be decided on based on each occasion and will be the method Website or Company deems most appropriate.

8. Specifications of User Membership

8.1 An individual purchases a credit to obtain the right to participate in the auction.

8.2 When Company decides that there is a risk that a User is unable to comply with the transaction rules within Website, Company may reject that User's participation in Services.

8.3 If an individual does not have a fixed residency in Japan, the individual must be able to take prompt actions to change ownership registration and/or exportation of Vehicle.

8.4 A member of an organized crime group, a company or association that has the risk to encourage the activity of an organized crime group, or other anti-social forces (hereafter referred to as "anti-social forces and such") and any individuals who are related with anti-social forces and such in any way are unable to become a User of Services. All the individuals who are registered as Users are deemed to have warranted that they are not a member of anti-social forces and such, nor they are related to anti-social forces in any way. When a User is determined that he or she is applicable to the above conditions, User registration will be removed without prior notice.

9. User Registration and Reporting Registered Content

9.1 User registration must be done by the individual itself only, and it is prohibited for anyone to complete untruthful registration.

9.2 Users must immediately correct the content of the registration following the designated procedures when there are changes in registered content.

9.3 The name of the registered User and the name of the financial institution's account holder must be the same. The name of the financial institution's account holder may be

different from the registered User name, provided, however, that the financial institution's account is under a corporate name.

9.4 Website and Company will treat the registered content has been unchanged when the User has not updated the registered content in cases which the User is obliged to undergo procedures to change the content. Also, when a User does report changes in registered content, the transactions and procedures taken before the change may be processed based on the contents before the reporting due to procedural reasons.

9.5 Website and Company shall not take any responsibility on damages arising from the User registering with Services, changing the registered content, or not changing the registered content.

10. User ID and Password

10.1 The use of the registered User ID is limited to the individual who has registered its information with Services.

10.2 Users are obliged to set a password that cannot be easily identified by third parties and change the password regularly, in order to avoid hacking and such. Company shall not take any responsibility on damages arising from User's negligence.

10.3 Irrespective of whether there was negligence of the User itself or not, usage of its password and such by a third party will be deemed as being used by the User itself. Company shall not take any responsibility on damages inflicted on Users, granted that the password and such was used by a third party.

11. Cancellation, Removal and Cancellation of User Membership

11.1 Company will take measures including but not limited to the removal of User ID, the removal of related Contents and information, and rejection of the individual's access to Services without prior notification to a User who Company considers has taken actions that apply to one or more of the following items. In this case, Website and Company shall not hold any responsibility to give an explanation why Company has taken those measures.

- (1) When there has been malpractice, registration of untruthful data, breach of User Policy or breach of law by the User, or when the User does not fulfill the criteria of User membership.
- (2) When it could be determined that the User has caused nuisance on another User or a third party, or when there are problems arising from the User beyond a certain level.
- (3) When there has been attempts to log-in using an incorrect password beyond a certain level.
- (4) When a User has filed for bankruptcy, commencement of corporation reorganization procedures, corporate rehabilitation procedures, liquidation or special liquidation, or when a User has begun the procedure to voluntarily consolidate debts.

(5) In addition to what is listed in the preceding four items, when Company considers the individual is an unsuitable User.

11.2 Website and Company shall take no responsibility on damages arising from the measures taken based on this article.

12. Resignation by the User

12.1 User is able to resign their membership following the designated procedures, provided that the money deposited to purchase the credit to participate in the auction shall not be returned.

13. Connection Environment to Services

13.1 An environment that enables the User to connect to the internet is required in order to use Services. The installation and operation for internet connection shall be done at their own responsibilities and expenses.

14. Code of Conduct and Compliances by Users

14.1 Users and such are responsible for the damages inflicted on Company arising from the breach of User Policy and other related laws, and shall compensate for those damages.

14.2 When an individual registers information on Website related to Vehicle that is wished to be sold on the auction, the exhibitor must abide by the laws, regulations and other policies and such listed in the following items.

- (1) Trademark Act, Copyright Act, Act against Unjustifiable Premiums and Misleading Representations, Unfair Competition Prevention Act, and other laws.
- (2) Policies, guidance, recommendation and such of the Automobile Fair Trade Council.
- (3) In addition to what is listed in the preceding two items, the User Policy, various direction and such.

15. Prohibited Actions

15.1 Website and Company prohibits Users and such as well as third parties to perform the actions and expressions listed in the following articles (hereafter referred to as "prohibited actions").

- (1) Acts and expressions that are contrary to the public order or morality, as well as those that will interfere with the operation of Website.
- (2) Acts and expressions that hold the risk of others misunderstanding or become confused of.
- (3) Acts that use all or part of any information provided by Website, advertising or promoting commercially, pasting a link or typing in the URL of Website on web pages that has been approved by Company.
- (4) In addition to what is listed in the preceding three items, any acts or expressions that are deemed inappropriate by Website or Company.

15.2 When a User and such perform the prohibited actions defined in clause 15.1, the User and such shall be responsible to compensate for damages inflicted by those actions on Users and such or third parties. Company shall take no responsibility on any damages arising from the prohibited actions taken by that User and such.

15.3 When Users and such inflict damages on Company from taking the prohibited actions defined in clause 15.1, those Users and such shall compensate for those damages.

16 Intellectual Property Rights

16.1 All copyrights, intellectual property rights all other related rights within Contents of Website and Services belong to Company, and unless an individual has prior consent from Company, no replication, resale and such are prohibited.

16.2 The copyrights of all the contents published on Website belongs to Company.

17. Winning a Bid, Purchasing

17.1 By following the auction procedures designated in Website, Users are able to place a bid to win and purchase Vehicle exhibited in the auction.

17.2 When a User places a bid within the last five minutes of the auction, the closing time will be automatically extended for an additional five minutes.

17.3 The exhibited vehicles on Website can be routinely used by Company up to the point that Vehicle is collected after the sales contract has been concluded, and the winner of the auction is assumed to have agreed to the fact that the number displayed on the photograph of the odometer of Vehicle will increase within the range of normal usage. Bidders are expected to give consent to the possibility of the data registered at the point of exhibition to have changed by the point of receiving Vehicle. However, when Website considers there are major alterations excluding the mileage, the previous article will apply.

17.4 The winner of the auction is unable to cancel the purchase of Vehicle after the sales contract has been concluded with Website based on the winning of the bid.

17.5 The winner of the auction is assumed to have left the finishing quality of the optional details, such as various repairs, up to the Partner Contractors at the point that the winner requests such optional details. Therefore, winners are unable to request the repairment and such to be redone based on the winner's personal preference. However, this is not the case when the winner furtherly requests Partner Contractors via Website provided that the winner covers for the incurred costs.

17.6 Maintenance, repairs and such for the vehicle arising after the receipt of Vehicle will be under the responsibility of the winner.

17.7 In the case of article 17.6, or in unordinary cases, such as Company is unable to contact the winner due to any reasons, Website may contact the successful bidder of

Vehicle to consider purchasing Vehicle. In these cases, Website will contact the exhibitor with the same detail.

18. Handling of the Information Published on Website

18.1 Website will publish designated information regarding Vehicle that Company has exhibited, starting bid, expenses and such during the opening period of the auction decided by Company.

18.2 Company shall not take any responsibility on the outcomes arising from the incorrect information published on Website.

18.3 The specific display method of the information regarding exhibited vehicles, other screen designs and such will follow Website's specifications.

18.4 When there is a discrepancy between the published information on Website and the actual condition of Vehicle, the actual condition of Vehicle will take priority.

19. Handling of Necessary Documents

19.1 The winner is required entrust Website to change ownership registration by dispatching to the allocated postal address the documents required to change ownership registration, which are designated on Website, within seven days from receipt of the documents.

19.3 The exhibitor and winner are liable for costs required to send the documents.

19.4 When the exhibitor or the winner brings a delay or overdue in the delivery of the documents designated in this article, the concerning individual shall be liable to compensate for the damages based on this User Policy.

20. Execution of Sales Contract

20.1 Individuals who wish to purchase Vehicle from Website is able to purchase Vehicle when satisfying the following condition.

(1) When the individual places the highest bid at the point when the auction held at Website closes.

20.3 Website will immediately notify the winner of the auction that he or she is the winner of the auction.

20.4 The winner will notify Website that it has received the notification described in the previous article within the first twenty-four hours from receiving the corresponding notice.

20.5 The sales contract is closed when the prospective buyer wins the auction of Vehicle held at Website.

20.6 A sales contract held between the winner and Website will be immediately sent from Website via e-mail when the highest bid price of Vehicle is finalized.

21. Payment of Sales Value and such

21.1 The winner shall pay Website the fees and expenses including the transportation costs, fees required to change ownership registration and such notified by Website within three working days of the financial institution including the closing date, following the method designated by Website.

21.2 The winner is responsible to compensate the damages arising from the delayed payment of the fees and such defined in this article, based on the User Policy.

22. Receipt of the Sales Value and such

22.1 The bank transfer charges arising from the payment of sales values and such shall be borne by the remitter.

22.3 The winner shall grant the authority to the representatives, i.e. collection agency and receipt agency, designated by Website to receive the sales value.

23. Delivery of Vehicle and its Process

23.1 The winner shall collect Vehicle on the agreed time and day at the registered address of the winner together with the Partner Contractor consigned by Company.

23.2 The ownership of Vehicle shall be transferred at the point of completion of vehicle delivery.

23.3 The winner shall sign the "Vehicle Checklist" issued by the Partner Contractor after confirming the content when receiving Vehicle from the consigned Partner Contractor described in this article.

23.6 When there is a delay in the winner receiving Vehicle under this User Policy, the winner will be responsible under this User Policy to compensate for the damages.

24. Dealing with a State Change after the Collection up to Delivery of Vehicle

24.1 When there is a serious alteration in the condition of Vehicle due to the inattention of one or more of the Partner Contractors who occupied Vehicle up to the point of delivery to the winner, those Partner Contractors shall take responsibility to return Vehicle to its original state or compensate for damages.

25. Division of Expenses

25.1 The bank transfer charges shall be borne by the remitter, whereas the shipping fees related to the shipping of necessary documents and such shall be borne by the depositor.

26. Warranty System

26.1 The warranty for new vehicles shall comply with the warranty contents of each manufacturer.

27. Returns

27.1 The winner is unable to return Vehicle to Website after the delivery of Vehicle to the winner.

28. Claim for Damages

28.1 Winner shall pay Company the respective amount of money as compensation under cases applying to any of the following items. However, the actual amount of damages incurred shall be compensated, provided that the actual amount of damages sustained by Website exceeds the following values.

- (1) 50,000 Japanese yen: When there is a delay in consigning the required documents or when there is a delay in receiving Vehicle
- (2) 10% of the winning bid: When the winner cancels the bid by the winner's circumstances.

29. Outsourcing and Agency

29.1 Website and Company is able to outsource all or part of the tasks concerning Website or Services to Partner Contractors, and may disclose User information to those Partner Contractors in that case.

- (1) The settlement and payment service of Services shall be entrusted to a Partner Contractor who is able to conduct settlement business and receipt agency business.
- (2) The change in ownership registration agency services of Services shall be entrusted to a Partner Contractor.
- (3) The vehicle transportation service of Services shall be entrusted to a Partner Contractor who is able to conduct vehicle transportation. However, Website and Company shall not take any responsibility on losses and damages arising from accidents during the transportation of Vehicle, but will correspond with contacts and such with the Partner Contractor where necessary.

29.2 Regardless of the provisions of the preceding clause, in the case of transporting the corresponding vehicle to overseas location, Partner Contractor consigned by Company will perform the vehicle transportation to a port within Japan, and the winner will arrange for contractors of vehicle transportation at their own risk and responsibility for transportation of vehicle after the port.

29.3 In the case in the preceding clause, the term "Partner Contractor consigned by Company" in article 23, clause 1, shall be replaced with "a vehicle shipping company arranged by the winner," and the Partner Contractor will not issue the "Vehicle Checklist" in article 23, clause 1.

30. Exclusion of Crime Groups or Other Anti-Social Forces

30.1 Crime groups, members of crime group, associated members of crime group, companies associated with crime groups, extortionists and such, criminal organizations falsely registered as social campaign group, criminal organizations falsely registered as political racketeering group, crime groups specialized in intellectual crimes, persons closely

related to these groups or individuals, persons who are the equivalent of these groups or individuals, persons who intend to conduct fraudulent acts or illegal acts, or persons who have sufficient reasons to be judged as being these groups or individuals shall not use Website or Services.

30.2 Website and Company shall remove User registration without prior notice when User is determined to be applicable to the previous clause.

30.3 Website, Company and Partner Contractors shall not take any responsibility on losses and damages arising from the removal of User registration based on this article.

30.4 If there is a case that User applicable to clause 1 or former User who has their User registration removed inflicts damage on Website, Company or a Partner Contractor, the corresponding User or former User shall take all responsibility and shall compensate for the damages.

31. Exemption of Liability

31.1 Company will pay great attention on the information included in Website and Services, however, will not guarantee the legality, accuracy, appropriateness, validity and actuality of the rights granted of Contents.

31.2 Website and Company shall not take any responsibility to restore Vehicle to its original state at the point of collection when there is dirt, dust and such on Vehicle as a result of weather during the transfer of Vehicle up to the delivery.

31.3 Company shall not take any responsibility on the problems arising between Users or User and a third party including Partner Contractors regarding Website and Services, excluding cases that there were an intentional act or gross negligence by Website or Services.

31.4 Website and Company shall not take any responsibility on the non-delivery of the various required documents sent by the User or loss of those documents during transportation. However, intermediation to provide a smooth transaction of Vehicle may be performed where necessary.

32. Advertisements and Links

32.1 Website and Company shall not take any responsibility on damages inflicted on Users and such or third parties caused by the ads published on Website and ads appearing on the e-mails sent from Website to Users.

32.2 Website and Company shall not take any responsibility on damages or phenomena incurred by the posts on other websites, regarding Services and such or URL, made by Users and such.

33. Cancellation Policy

33.1 Cancellation of auction participation membership

Cancellation or resigning from auction participation is possible by following the designated procedures, provided that the money deposited to purchase the credit to participate in the auction shall not be returned.

33.2 Cancellation after bidding

Generally, cancellation by a User who has placed a bid is not accepted.

Under unavoidable circumstances that apply to the following items, User may cancel after placing a bid.

(1) Before winning the auction: No cancellation fees apply, provided that the User is unable to place another bid from the same account.

(2) After winning the auction: A cancellation fee equal to ten percent of the winning bid shall be paid by the winner who wishes to cancel its bid.

34. Governing Law and Jurisdiction

34.1 This User Policy shall be governed by the laws of Japan, and the Nagoya District Court shall have exclusive primary jurisdiction over any disputes between User and such and Website/Company.

35. Changes and Addition of User Policy

35.1 Website and Company may change all or part of the User Policy without prior notice to Users and such. Also, Website and Company are able to set new guidelines and such in order to supplement or complement the User Policy. The conditions that has been changed or added to the User Policy will be effective from the moment that it is published on Website, and all Services will be based on the changed/added User Policy. The fact that there are changes in User Policy and the details of the change will be announced on Website each time there are changes/additions.

35.2 Users and such are obliged to look at the newest User Policy regularly. Also, Users are prohibited to make claims that they were unaware of the change/addition of User Policy and supplement/complement of the User Policy.

35.3 Website and Company shall not take any responsibility regarding Users and such's damages arising from the change/addition of User Policy.

36. Contacting Website

To contact Website, please make an inquiry from the [Contact Form](#).

(Hours: 10:00 AM to 7:00 PM, Japan standard time)