

ARAI LOGI.NET Terms and Conditions

ARAI LOGI.NET Terms and Conditions (from now on referred to as the "Terms") shall apply to Arai Logistics Co., Ltd. (from now on referred to as the "Company") and businesses that have agreed to these Terms (from now on referred to as the "Member").

Article 1 Purpose

The Company is the operator of ARAI LOGI.NET. This Internet site provides the following services and provides the following services through ARAI LOGI.NET to members who have entered a membership contract by these Terms.

1. Auction venues operated by companies affiliated with the Company (from now on referred to as "Participating Venues") on behalf of the Member. Participate in auctions and act as a bidder for construction machinery, agricultural machinery, forklifts, etc.
2. To provide market information on used construction and other machinery at the request of members.

Article 2 Eligibility for Membership

To become a member of our company, you must:

1. Pass the qualification examination prescribed by the Company.
2. Have a permanent business facility and are currently operating at the facility.
3. Agree to and undertake to comply with these Terms and Conditions and the ARAI LOGI.NET Participation Agreement.

Article 3 Application for Membership and Conclusion of Membership Contract

1. A businessperson who wishes to use the services of ARAI LOGI.NET shall apply for membership by the procedures specified by the Company after understanding and agreeing to the structure of ARAI LOGI.NET and the contents of the services provided by ARAI LOGI.NET.
2. If the businessperson submits an application, and the Company verifies that the applicant meets the qualifications outlined in the preceding article after conducting a qualification examination and finds no other deficiencies or problems, they will establish a membership contract that confirms the applicant's membership status. This contract will be created when the Company's declaration of intention to accept the application reaches the applicant.
3. If a membership agreement is concluded, the Member shall use ARAI LOGI.NET after understanding and agreeing to the contents of this agreement.

4. If there is a change in the content notified at the time of membership application, the Member shall notify the change within 14 days from the date of the change by the method prescribed by the Company.

Article 4 Membership Number and Password

1. The Company will issue a membership number, an individual identification number of the representative (from now on referred to as the "ID"), and a password of the representative to the Member.
2. The Member can use ARAI LOGI.NET by logging in using their membership number, ID, and password.
3. The Member shall be solely responsible for the management of their membership numbers, IDs, and passwords.
4. The member is responsible for strictly managing their membership numbers, IDs, and passwords. The Member will be held accountable for any transactions carried out through their use, even if done so by a third party.
5. If the Member leaks the membership number, ID, or password to a third party, the Member shall be responsible for any disputes arising from this.

Article 5 Term of Membership Agreement

1. The validity period of the membership contract shall be one year from the date of establishment of the membership contract.
2. If either party does not express its intention to refuse to renew in writing or by e-mail at least one month before the expiration of the period, the membership agreement shall be automatically renewed for one year, and the same shall apply thereafter.

Article 6 Voluntary Withdrawal

If the Member wishes to end their membership, then the Member should inform the Company in writing at least one month before the intended date of withdrawal. The Company will terminate the agreement only after receiving the written notice. However, if the Member has any outstanding debt, the termination of the agreement will be put on hold until the debt is cleared.

Article 7 Compulsory Withdrawal

If the Member falls under any of the following reasons, the Company may terminate this Agreement and forcibly withdraw the Member from the membership without prior notice.

1. Failure to pay any debt under this Agreement even once.

2. When the business is canceled or suspended by a supervisory authority.
3. When a petition for seizure, provisional attachment, or provisional disposition is filed, or when a petition for legal liquidation proceedings such as bankruptcy, corporate reorganization proceedings, civil rehabilitation proceedings, or special liquidation proceedings is filed.
4. When a bill or check is dishonored, or a bank transaction is suspended.
5. When a resolution is made to transfer, change, or dissolve business.
6. When the claim against the participating venue is transferred to another party, or when the claim is seized, provisionally seized, provisionally disposed of, or otherwise disposed of by another party.
7. When the Company or the Participating Venue has contacted the Participating Venue a considerable number of times but has not been able to contact them for three months.
8. When you cease to be a member of all participating venues.
9. When there is a serious violation of the rules and regulations stipulated by the participating venue.
10. When it is found that there is a false statement in the application items of the admission documents.
11. When violating criminal law or other laws and regulations.
12. When it is found that the Member is involved in an act that is offensive to public order and morals, or an antisocial force or act such as an organized crime group.
13. When the Member does not comply with the decision of the Claim Arbitration Committee of the Participating Venue.
14. When there is any other act that is inappropriate for a member of the participating venue.

Article 8 Obligations of Members

1. The Member shall comply with these Terms of Use and the ARAI LOGI.NET Participation Agreement when using ARAI LOGI.NET and shall not engage in any act that may disturb other Participants, interfere with the normal operation of ARAI LOGI.NET, or disrupt order.
2. If the Member conducts a transaction with the Company or a Participating Venue using the services provided by ARAI LOGI.NET, the Member must fully understand and agree to the terms and conditions of each Participating Venue and the terms and conditions set forth at the Participating Venue, and the Member shall be responsible for all penalties and other disadvantages arising from such Terms and Conditions.
3. All transactions on the ARAI LOGI.NET are managed by a computer system, which the Member must follow in all cases.

4. The membership number, ID, and password issued at the time of membership registration shall be managed at the responsibility of the Member. The Company and the Participating venue shall not be held responsible for any transaction troubles related to them.

Article 9 Prohibited Acts

The Member shall not engage in any of the following acts:

1. The act of making a transaction with the exhibited vehicle at the Participating venue through direct bid-rigging, etc., without going through the Company.
2. The act of auctioning off the vehicle exhibited by the company at the Participating venue, the act of requesting other members to bid, the act of cooperating with others, or the act of artificially bidding based on malicious intent.
3. Disclosing or lending membership numbers, IDs, etc. to a third party, or lending in the name of a third party.
4. The act of directly contacting the owner of the exhibited vehicle at the Participating venue.
5. Acts of copying or reprinting registered data or information of ARAI LOGI.NET.
6. Advertising that damages the interests of the Company, other members, and members of participating venues.
7. Acts that interfere with the normal operation of ARAI LOGI.NET and acts that disrupt order.

Article 10 Restriction of Members' Rights

1. The Company may set transaction conditions and transaction limits for members.
2. If the Member falls under any of the following reasons, the Company may prohibit the Member from logging in to the ARAI-LOGI.NET or suspend or restrict the provision of other services.
 - (1) When the User fails to pay the debt to the Company.
 - (2) In the event of a violation of any of the provisions of this Agreement or the ARAI-LOGI.NET Participation Agreement.
 - (3) When the Company considers it necessary to limit transactions, it may do so.

Article 11 Burden of Membership Fees, Fees, etc.

1. Members shall bear the successful bidding fees and other fees incurred in connection with the use of ARAI LOGI.NET by the provisions separately stipulated by the Participating Venue and shall pay them to the Company.

2. Members shall pay membership fees, handling fees, and other fees to the Company in connection with the use of the services provided by the Company by the provisions separately determined by the Company.

Article 12 Security Deposit

1. Members must deposit a security deposit with the Company at the Company's request.
2. No interest is charged on the deposit.
3. The security deposit shall secure all obligations owed by the Member to the Company, and if the Member defaults on the obligations owed to the Company under this agreement, the Company shall be able to offset the security deposit.
4. If the amount of the security deposit becomes insufficient due to the offset outlined in the preceding paragraph, the Member must make up the shortfall by the date specified by the Company.
5. The Company reserves the right to increase or change the amount of the security deposit in consideration of the status of the Member's transactions. In that case, the Member must deposit an additional security deposit within 10 days from the date on which the notice of the change arrives.
6. If the Member fails to deposit the insufficient amount or additional security deposit by the deadline outlined in the preceding two paragraphs, the Company may restrict the Member's use of the Service.
7. The refund of the security deposit shall be made on the last business day of the Company at the end of the month following the date on which six months have elapsed from the date of withdrawal. However, if the date on which six months have elapsed is within the same fiscal year as the date on which the withdrawal notice arrived, the refund shall be made on the last business day of the Company in April of the following fiscal year.
8. If the Member incurs a debt to the Company at the time of withdrawal, the Member shall offset the debt against the security deposit and return the balance to the Member.
9. If the security deposit is not received even after three full years from the date on which the membership registration is canceled, the membership contract is canceled, or the membership is lost, the Company shall be exempted from the obligation to return the deposit.

Article 13 Revision of Membership Fees and Fees

If the Company or the Participating Venue deems it necessary to revise the fee, it may revise it arbitrarily at any time, and the Member will be notified to that effect.

Article 14 Late Payment Charges

If the Member fails to pay the debt owed to the participating venue based on the membership agreement, the Member shall pay a late fee at the rate of 15% per annum.

Article 15 Set-off

If the Member delays the payment of membership fees, fees, etc., as stipulated in Article 11 or other debts owed to the Company under the Membership Agreement, the Company may offset the debt to the Member in an amount equivalent. However, it shall not be possible to offset from the Member.

Article 16 Suspension and Suspension

1. The Company may temporarily suspend or suspend part or all of the Service for any of the following reasons.
 - (1) When performing maintenance, inspection, or updating of the computer system on a regular or urgent basis.
 - (2) When it is difficult to provide this service due to natural disasters, etc.
 - (3) When it is difficult to provide this service due to unauthorized access through the Internet, computer virus infection, etc.
 - (4) In addition, when the Company determines that it is difficult to provide the Service.
 - (5) In the event of a failure at the Participating venue, including the preceding paragraph.
2. If the Company temporarily suspends or suspends the Service under the preceding paragraph, the Company shall notify the Site to that effect in advance. However, this does not apply in case of emergency.

Article 17 Disclaimer

The Company and the Participating Venue shall not be liable for any damages incurred by the Member due to any of the following reasons, or damages incurred by the Member due to reasons not attributable to the Company or the Participating Venue.

1. Damage caused by hardware, peripherals, software, etc. of the computer used by the Member.
2. Damage caused by communication lines, provider troubles, etc.
3. Damage caused by the Member's operating error or mismanagement.
4. Damage caused by viruses, spyware, etc. on the Internet and e-mail.
5. Damage caused by leakage of member IDs, passwords, etc.
6. Damage caused by natural disasters, man-made disasters, natural disasters, lightning, or other force majeure.

7. Damage caused by each item of Article 9, Paragraph 1

Article 18 Revision of the Terms

If the Company deems it necessary to revise these Terms, the Company may revise them at any time at its discretion, and in this case, the revised content will be disclosed on ARAI LOGI.NET. The revised terms and conditions shall apply to transactions after the effective date thereof, and transactions before that date shall be subject to the previous example.

Article 19 Handling of Personal Information

The Company shall handle the personal information of the Member disclosed by these provisions by the privacy policy separately established by the Company, and the Member agrees to this.

Article 20 Resolution of Disputes

If a disagreement arises regarding this Agreement, the Company will make every effort to resolve the matter fairly and impartially, considering the interests of both the Member and the Participating Venue. If a resolution cannot be reached, the parties involved must comply with the Company's decision.

Article 21 Jurisdiction Agreement

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Supplementary provisions

These Terms of Use shall come into effect on February 1, 2024.

**This Agreement is made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purposes. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.*