

## DGFT - Terms of Use for Merpay Payment Service

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These Terms of Use for Merpay Payment Service (hereinafter referred to as “Merpay Payment Terms”), limited to where Customer uses the Merpay Payment Service provided by DGFT based on the Terms of Use for Payment Service Agreement (hereinafter in these Merpay Payment Terms referred to as “Basic Terms”), shall be applied as an addition to the Basic Terms. It should be noted that the meaning of the terms used in these Merpay Payment Terms, with the exception of where otherwise prescribed in these terms, shall be in accordance with the definitions set forth in the Basic Terms.

### Article 1. Definition of Terms

In these Merpay Payment Terms, the Payment Provider of Article 1 (Definition of Terms) Item 7 of the Basic Terms means Merpay, Inc. (hereinafter referred to as “Merpay”), which has entered into an agreement with DGFT prescribing that business relating to the Merpay Payment Service shall be performed by DGFT as representative of Customer (hereinafter referred to as “Merpay Payment Business Agreement”).

The following terms in these Merpay Payment Terms have the meaning defined in the respective item below.

1. **“Merpay Payment Service”** refers to a service in which the price for a transaction between a Merchant as prescribed in Item 2 and a Payer as prescribed in Item 4 is paid using the information registered beforehand by the Payer with Merpay or the information entered on each occasion (also includes other services and functions provided by Merpay), which is provided by Merpay through DGFT.
2. **“Merchant”** refers to a party who agrees to Merpay’s prescribed terms and conditions, applies for the use of the Merpay Payment Service, is accepted by Merpay, sells or provides Products, Etc., and who uses the Merpay Payment Service for the payment of the price for such transactions.
3. **“Products, Etc.”** refer to the products sold or the rights or services provided by the Merchant.
4. **“Payer”** refers to a party who agrees to Merpay’s prescribed terms and conditions and is authorized by Merpay to use the Merpay Payment Service to make payments for transactions of Products, Etc.
5. **“Transaction Fee”** refers to the amount of a payment related to the trading of Products, Etc. between the Merchant and the Payer.
6. **“Merchant Agreement”** refers to the agreement regarding the use of the Merpay Payment Service between Merpay and the Merchant based on the terms and conditions stipulated by Merpay.

In these Merpay Payment Terms, when a clause number is simply designated without specifying the name of the terms, it shall be deemed to be referring to the clause number in these Merpay Payment Terms.

### Article 2. Authorization of Comprehensive Powers

1. When applying to use the Merpay Payment Service, the Customer agrees to grant the DGFT and the Service Partner comprehensive powers for them to represent the Customer in relation to all of the following matters:
  - 1.1. Any act related to the execution and ending of the Merchant Agreement including content of the Merchant Terms (for External Merchants) (hereinafter referred to as “Merchant Terms”);
  - 1.2. Any act by a Merchant toward Merpay as a Merchant based on the Merchant Agreement and any actions incidental thereto;
  - 1.3. Notifications relating to a Merchant;
  - 1.4. Operations related to the collection of transaction fees at a Merchant; and
  - 1.5. Any other business agreed upon by DGFT and the Merchant and approved by Merpay.
2. The Merchant may not withdraw all or a part of the comprehensive power of attorney granted by the Merchant to the Service Partner and DGFT during the effective period of the agreement with DGFT relating to the use of the Merpay Payment Service (hereinafter referred to as “this Agreement”) without the prior written consent of DGFT.

### **Article 3. Application/Approval of Merchant**

1. If the Customer wishes to use the Merpay Payment Service, the Customer must agree to the content of the Merchant Terms, Etc. of the following items (refers to the terms created in the Japanese language, hereinafter referred to as “**Merchant Terms, Etc.**”)L
  - 1.1. Merchant Terms, the various Special Agreements attached thereto, and the Merpay Merchant Operational Guidelines (<https://www.merpay.com/merchant/terms/>);
  - 1.2. Privacy Policy (<https://www.mercari.com/jp/privacy/>); and
  - 1.3. Logo Terms of Use (<https://jp.merpay.com/brand/>).Upon doing so, the Customer may apply to become a new merchant by submitting to Merpay via DGFT and the Service Partner the Merchant application form specified by Merpay and the documentation requested by Merpay. It should be noted that if DGFT or Merpay has instructed that applications should be made in accordance with the form and method designated by DGFT or Merpay rather than through the use of the Merchant application, Customer shall file an application in accordance with such instructions.
2. With regard to the application in the preceding Paragraph, Merpay will approve new membership only for a Customer who has passed Merpay’s Merchant Screening and which Merpay deems to be appropriate in accordance with the criteria set by Merpay. In such a case, the Merchant may use the Merpay Payment Service as a means of payment based on the Agreement and the Merchant Agreement. In such a case, DGFT shall act as an agent for the Merchant, and a Merchant Agreement with the content prescribed in the Merchant Terms shall be executed between Merpay and the Merchant. It should be noted that if Merpay deems a Customer inappropriate as a Merchant, Merpay may refuse approval and shall notify the Customer to that effect via DGFT and the Service Partner.
3. In the event that the Customer provides information relating to the Customer to DGFT or Merpay through the Service Partner, and such information includes personal information, the Customer shall obtain such personal information in a lawful manner, and in addition, shall appropriately obtain consent from the person relating to the relevant personal information for the third-party provision of the personal information to DGFT, the Service Partner, and Merpay.

4. The original text of the Merchant Terms, Etc. shall be the Japanese text, and translations of such terms into other languages prepared for reference purposes shall not have any effect.
5. After the Customer becomes a Merchant, when adding a Shop that uses the Merpay Payment Service, the Customer must notify DGFT through the Service Partner and Merpay through DGFT in advance of the matters prescribed by Merpay, and obtain approval from DGFT and Merpay.

#### **Article 4. Compliance with the Merchant Terms, Etc.**

1. In addition to these Merpay Payment Terms, the Merchant shall comply with the Merchant Terms, Etc. (for the privacy policy, it shall be sufficient to agree to it; hereinafter the same in this Paragraph), and shall be obliged to fulfill the obligations and responsibilities of the Merchant stipulated in the Merchant Terms, Etc.
2. DGFT and Merpay may, through the Service Partner, request the Merchant to report on the status of compliance with the Merchant Terms, Etc., operation status, and actual status, etc. In such a case, the Merchant shall immediately report to DGFT and Merpay.
3. In the event that DGFT or Merpay incurs damage due to a violation of these Merpay Payment Terms or the Merchant Terms, Etc., the Customer shall be responsible for compensating DGFT or Merpay for such damage. In addition, if the Customer causes damage to DGFT or Merpay due to reasons attributable to the Merchant in connection with transactions based on these Merpay Payment Terms or Merchant Terms, Etc., it shall bear responsibility to compensate for any damage incurred by DGFT or Merpay.

#### **Article 5. Settlement, Etc.**

1. In regard to the payment of the amount remaining after the deduction of the merchant fees, etc. from all moneys for which the obligation of payment is borne to the Merchant based on the Merchant Terms, such as the price payment and price, etc. of Product, Etc. (hereinafter referred to as "Service Fee"), Merpay shall make the payment to DGFT, who is the agent of the Merchant. Merpay's obligation to pay the Service Fee to the Merchant shall be definitively extinguished once Merpay makes the payment to DGFT. The Merchant consents to such extinguishment.
2. DGFT shall pay the Merchant through the Service Partner the amount remaining after the deduction of the Payment Service Fee, etc. from the amount paid by Merpay pursuant to the preceding Paragraph.
3. Notwithstanding the provisions of the Merchant Terms, the handling in the case of a request having been made by the Payer to Merpay to withhold or refuse payment of the Service Fee, refund or deduct amounts already paid, cancel or revoke a transaction, or cancel a payment, etc., shall be resolved upon separate consultation between DGFT and Merpay.
4. In the event that, as a result of the consultation in the preceding Paragraph, DGFT refunds the Service Fee to Merpay, the Merchant acknowledges that a deduction from Merpay's remittance to DGFT shall be applied, and if there is a shortage in the amount, a further deduction shall be made from the subsequent remittance.

## **Article 6. Management and Reporting, Etc. of Merchant**

1. DGFT shall provide guidance and supervision to the Merchant so that it properly conducts business related to the Merchant Agreement, and the Merchant shall comply with this.
2. If requested by Merpay or if DGFT deems it necessary, DGFT shall, through the Service Partner, conduct an investigation on the Merchant regarding the work related to this Agreement (including but not limited to requesting the submission of reports or documentation, etc.).
3. If, as a result of the investigation set forth in the preceding Paragraph, Merpay or itself determines that the Merchant's business is inappropriate, DGFT will have the Merchant take remedial measures via the Service Partner.
4. In the event that any of the grounds for termination prescribed in the Merchant Agreement, DGFT shall immediately report to Merpay that such an event has occurred. Upon consulting with Merpay, the measures necessary in order to resolve the matter shall be taken at its own expense and responsibility to the extent possible.

## **Article 7. Cancellation, Etc.**

1. In the event that any of the reasons for suspension or termination stipulated in the Merchant Terms apply to the Merchant,, and Merpay has issued notification to DGFT to suspend or terminate the handling of the Merpay Payment Service by the Merchant, upon receipt of such notification, DGFT will notify the Merchant of this via the Service Partner. In addition, DGFT will immediately suspend or terminate the handling of the Merpay Payment Service by the Merchant via the Service Partner.
2. Termination of the contract pursuant to the preceding Paragraph shall not preclude the claiming of compensation for damages by Merpay and DGFT from the Merchant.
3. The Merchant acknowledges that DGFT and Merpay shall not be held responsible for any damage, loss or expense incurred by the Merchant due to the suspension or termination of the handling of the Merpay Payment Service stipulated in this Article.
4. The Merchant acknowledges that DGFT and Merpay, even in the case of the provision of the Merpay Payment Service having been suspended or stopped due to force majeure such as fires, lightning strikes, and natural disasters, or a network or system malfunction, etc., shall not bear any responsibility for the damage incurred by the Merchant as a result of such suspension or stoppage.

## **Article 8. Publication of Logo, Etc.**

1. The Merchant agrees to the publication of the name or Logo, Etc. of the Merchant on media such as the Merpay app and website (hereinafter referred to as "Merpay Media"). The publication method, timing, and period, etc. shall be at the discretion of Merpay. However, if the Merchant refuses to give such consent, DGFT will promptly notify Merpay to that effect. In such a case, Merpay will not post the name or Logo, Etc. of the Merchant on the Merpay Media, or if it has already posted, Merpay will promptly stop this.