

NINJA Rules and Regulations (for Buyers)

Thank you very much for using NINJA (hereinafter referred to as the “Website”). The Website is administered by USS Co., Ltd. (hereinafter referred to as the “USS”). USS stipulates the following Rules and Regulations concerning the use of the Website. Please read and agree to these Rules and Regulations before using the Website.

Article 1 (NINJA)

The purpose of the Website is to facilitate negotiations concerning the sale of preowned vehicles between a member who made an agreement with USS to use the Website (hereinafter referred to as the “NINJA Member”) and a customer who is considering a transaction involving a preowned vehicle by Internet-based browsing of information and other related matters of preowned vehicles offered for sale at an auto auction (hereinafter referred to as the “Auction”) hosted by USS.

Article 2 (Use of Services)

1. Before using the Website, customers are requested to register customer information in accordance with the procedures prescribed by USS.
2. When a customer registers the information as mentioned in the foregoing paragraph, the customer will guarantee that all information submitted to USS is accurate and true. When any change is made to the registered information, the customer will register such a change without any delay in accordance with the procedures prescribed by USS.
3. If any points are unclear concerning the use of the Services, please contact a NINJA Member.
4. An ID and password used by a customer (hereinafter referred to as the “ID/password”) are those provided by USS to a NINJA Member, and the provided ID/password will be managed by the NINJA Member.
 - (1) When the NINJA Member terminates the Services or is suspended from using the Services, the ID/password of the customer will also be terminated or suspended.
 - (2) At the discretion of the NINJA Member, the use of the ID/password may be restricted.
5. A customer is requested to strictly manage their ID/password, and their ID/password is only for their own use, and the customer will not disclose or leak the ID/password to any third party, or allow any third party to use them.
6. When a customer ID/password is used for purposes of communication or the carrying out of an operation, USS will consider such actions to have been carried out by that customer.
7. A customer at any time and at their own discretion may cancel their right to use the Website.

Article 3 (Transactions with NINJA Members)

1. When a customer conducts a transaction with a NINJA Member through the Website, USS will not guarantee, recommend, represent, mediate, influence, encourage, etc. any such transactions or the like between the customer and the NINJA Member, and the confirmation of transaction content, any decision to carry out transactions, and any other related matters will all be made under the customer's own responsibility. USS will not guarantee or assume responsibility for any of the following: an identity or credit check of the NINJA Member; the possibility of the NINJA Member fulfilling their obligations; the validity and fitness for purpose of the relevant transaction; the actual existence of the product or the like; the presence/non-presence of any defect; and any other matters.
2. When a customer conducts a transaction with a NINJA Member through the Website (including contact by telephone and the exchange of messages), the customer will take responsibility for making all decisions such as whether to disclose information about themselves, their assets, or the like to the NINJA Member, or whether files or equivalent items provided by the NINJA Member contain a harmful computer program or similar.
3. Any dispute arising from transactions, communication, or any other matters between a customer and a NINJA Member will be settled under the customer's responsibility and at the customer's own expense.

Article 4 (User Information)

Customer registration information and customer information obtained by USS in association with the use of the Website will only be used within a scope limited to transactions with NINJA Members and any development, revision, or sales promotion of USS's services, and in addition, USS will not use such customer information for any other purposes.

Article 5 (Revision of Rules and Regulations and Service Content)

1. When a revision is made to these Rules and Regulations, such a revision will be notified on the Website.
2. USS may add functions, change, or amend the Website at any time and at its own discretion.

Article 6 (Restrictions of Access)

When a customer accesses the Website via the Internet, the customer is requested to comply with the following restrictions of access stipulated by USS.

1. Prohibition of browsing by frequent operation of their browser within a short period of time;
2. Prohibition of access by using machinery, a macro, or any other equivalent methods;
3. Prohibition of access through an unauthorized environment; and
4. Prohibition of any other acts that apply an excessive load to the server of USS.

Article 7 (Disclaimers)

Please note that USS will assume no responsibility or liability for damage resulting from any of the following matters:

1. Damage suffered by a customer or third party resulting from the customer's negligence or failure to confirm and assess any inaccuracy or entry errors that may be contained in data, software, products, or services provided to customers on the Website; it is a customer's own responsibility to confirm and assess such inaccuracy and errors;
2. Damage due to suspension or termination of the provision of the whole or a part of the Website without notice, caused by any system failure, fault, poor functioning, or malfunctioning of software or hardware, telecommunication line failure, or for any other similar reasons;
3. Damage due to delay or discontinuance resulting from the following: the suspension of the business operations of USS or NINJA Members; the reasons mentioned in the foregoing paragraphs; or for any other causes;
4. Damage suffered due to the customer's negligence and failure to correctly manage their ID/password; or
5. Damage suffered due to the customer's use of the Website, and any other damage suffered in connection with the Website.

Article 8 (Prohibited Acts)

1. USS prohibits a customer from conducting the following acts when using the Website:
 - (1) Acts that are against or may be against related laws and ordinances;
 - (2) Disclosure, assignment, loan, translation, resale, transfer, licensing, or reproduction for reuse of information, images, or other items shown on the Website, or storage for the purpose of using them for the aforementioned reasons without permission of USS;
 - (3) Infringement of intellectual property rights including copyright, privacy, personal rights, or any other rights of USS or a third party;
 - (4) Infringement of the property rights, invasion of privacy, malicious slander, or damage to the reputation of other users or a third party, or any other act that will or may be detrimental to other users or a third party;
 - (5) Acts against these Rules and Regulations;
 - (6) Acts offensive to public decency and morals;
 - (7) Sending or writing any harmful computer program, email, or equivalent items;
 - (8) Acts that cause a hindrance to the operation of the Website, such as unauthorized access to USS's server or the Website;

- (9) Acts that damage the reputation of USS; and
 - (10) Any other act assessed by USS as inappropriate.
2. If any problem occurs in violation of the provisions under this Article, the customer will solve any such problem under their own responsibility and at their own expense, and will not cause any trouble or damage to USS.

Article 9 (Warranty)

USS will under no circumstances guarantee the usefulness, compatibility, completeness, accuracy, security, legality, recency, authenticity, etc. of any information provided by the Website. If, due to the relevant information, a customer or any other third parties suffer damage or obstruction, USS will assume no responsibility or liability.

Article 10 (Maintenance)

In the cases described below, USS may cancel the provision of the whole or a part of the Website without notifying customers so as to maintain the good operating condition of the Website.

1. Periodic maintenance and emergency maintenance of the system;
2. When system operation has become difficult due to a fire, power failure, any disturbance by a third party, or the like;
3. Failure of communication equipment, computer system, or equivalent, or damage to telecommunication lines or similar; and
4. Any other cases where USS has assessed the necessity for unavoidable suspension of the system.

Article 11 (Compliance)

A customer must use the Internet with the thorough understanding that it is used across national borders and in conformity with the laws, ordinances, and regulations in the country or region where the Internet is used.

Article 12 (Suspension or End of Use)

When a customer falls under any one of the following conditions, USS will be entitled to suspend or end the use of the Website without informing the customer in advance. USS will have the right to demand from the customer the larger of the following two amounts: an amount equivalent to any profit gained by the customer through the relevant violation; or an amount covering damages suffered by USS.

1. Violation of these Rules and Regulations;

2. Where it is ascertained that the customer was penalized in the past such as cancellation of user registration due to violation of these Rules and Regulations or other equivalent reasons;
3. Where it is ascertained that the content of customer registration information contains any false fact; or
4. Where there is any other reasonable reason to assess any behavior as being inappropriate to permit the use of the Website to the customer.

Article 13 (Governing Law)

These Rules and Regulations will be governed by the laws of Japan.

Article 14 (Jurisdiction)

If any dispute arises between USS and a customer in connection with the Website or these Rules and Regulations, such a dispute will be exclusively brought in the Nagoya District Court of Japan for the first instance.

Date of Enactment April 1st, 2016

USS Co., Ltd.