# Courier Agency Service Terms and Conditions

#### Article 1 (Application of Terms and Conditions)

- 1. These Courier Agency Service Terms and Conditions (these "Terms and Conditions") are the Basic Service Terms and Conditions applicable to the Basic Service, "Courier Agency Service" (the "Service") that SAKURA internet Inc. (the "Company") provides.
- 2. Each user of the Service (the "User") shall comply with the Basic Terms and Conditions that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Service.

# Article 2 (Contents of Service)

1. The Service is the service in which the Company acts as an agent for package shipping procedures for each transportation service that YAMATO TRANSPORT CO., LTD. provides (the "Transportation Service") through an application (the "Application") which the Company provides on the communication tool "Slack" ("Slack") that Slack Technologies, LLC or its affiliated company operates.

#### Article 3 (Conditions for Use)

- 1. Only juridical persons may use the Service, and a person who does not fall under a juridical person may not use the Service.
- 2. The User shall conduct the matters separately set forth in the following items for use of the Service.
  - (1) Conclusion of the Use Contract for Slack; and
  - (2) Setting on Slack including installation of the Application.
- 3. The matters set forth in each item of the preceding paragraph shall be conducted at the User's own expense and the User's own responsibility.
- 4. The User shall comply with the latest terms and conditions of the following items that YAMATO TRANSPORT CO., LTD. sets forth at the time when the User uses the Optional Services.
  - (1) Terms of service; and
  - (2) Transportation Service terms and conditions that the User uses.

# Article 4 (Termination of the Use Contract)

1. If the User does not conduct package shipping procedures on the Application continuously for six (6) months or more after the conclusion date of the Use Contract for the Service, the Company may request the User to conduct package shipping procedures by giving prior

- notice specifying one (1) month or more as the period to conduct.
- 2. If the Company gave the notice under the preceding paragraph, but the User fails to conduct the package shipping procedures within the period in the preceding paragraph, the Company may terminate the Use Contract for the Service.

### Article 5 (Payment of Usage Fees)

- 1. Notwithstanding the provisions of the Usage Fees in the Basic Terms and Conditions, the User shall pay the total amount of the Usage Fees of the following items.
  - (1) Usage Fees of the Service

The Usage Fees of the Service shall accrue by pay-as-you-go payment by which the User periodically pays a variable amount based on the fee structure under which certain Usage Fees accrue after the shipping procedures by the User in proportion to the quantity of the package which YAMATO TRANSPORT CO., LTD. has completed shipping reception.

(2) Usage Fees of the Transportation Service

YAMATO TRANSPORT CO., LTD. shall separately set the Usage Fees of the Transportation Service. The Company shall receive the Usage Fees of the Transportation Service from the User on behalf of YAMATO TRANSPORT CO., LTD. and the Company shall pay the Usage Fees to YAMATO TRANSPORT CO., LTD.

2. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the total amount of the Usage Fees of each item of the preceding paragraph for the period from the 1<sup>st</sup> day to the last day of every month no later than the last day of the following month.

# Article 6 (Prohibited Matters)

- 1. In addition to the prohibited matters in the Basic Terms and Conditions, the User of the Service shall not conduct the acts which fall under, or may fall under, any of the following items concerning the use of the Service:
  - (1) an act to obstruct businesses of the Company or YAMATO TRANSPORT CO., LTD. relating to the Service;
  - (2) an act to send an unauthorized or unnecessary request to the Service; and
  - (3) an act to register false or factually inaccurate information or impersonation act.

#### Article 7 (Non-Warranty, Disclaimers)

1. With respect to the service which is beyond the Company's management such as Slack or the Transportation Service, the Company shall not give, whether expressed or implied, any warranty to the User.

The Company shall not assume any liability with respect to any problem arising out of events
that occurred beyond the Company's management such as suspension or delay of Slack or
the Transportation Service, etc.

# Article 8 (Change or Discontinuation of Service Content)

The Company may change or discontinue the content of the Service including specification
of the Application due to change or discontinuation, etc. of the service content of Slack or
the Transportation Service, etc. The Company shall make efforts to notify the change or
discontinuation to the User without delay but shall not assume any liability for the change or
discontinuation or delay in the notification.

# **Supplementary Provision**

Article 1 (Commencement of Application)

1. These Terms and Conditions are established on February 8, 2023 and shall apply on an after the same date.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated February 8, 2023 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]