

## Terms and Conditions for Content Providers

### Section 1. Purpose

The Terms and Conditions for Content Providers (“Terms”) is to set forth contractual relations with contents providers (“Authorized CP”) that have entered into the agreement (“Agreement”) with WebMoney Corporation (“Company”).

### Section 2. Definitions

In the Terms, the following terms shall have the meaning set forth below.

- (1) “WebMoney” means electronic money issued by the Company.
- (2) “WebMoney ID” means a unique 16 digit alphanumeric ID granted individually to WebMoney, that is used in transmission to the Settlement System.
- (3) “Settlement System” means a system which enable Users to make settlements of the transaction online up by input and transmission of WebMoney ID, to the paid amount.
- (4) “WebMoney Wallet” means the service provided by the Company in which Users save WebMoney not having settled yet, and from which Users make settlements of the Authorized CP Service.
- (5) “Registration Form” means application form submitted to the Company by a content provider for the application for registration as Authorized CP.
- (6) “Authorized CP” means a content provider registered in accordance with the procedures prescribed by the Company, which have been approved by the Company.
- (7) “User(s)” means a person who purchases the goods or services from Authorized CP Website, using the Settlement System.
- (8) “Authorized CP Website” means the e-commerce website managed by Authorized CP which was approved and registered by the Company with the Registration form and/or a change form thereof.
- (9) “Authorized CP Service” means the goods or services provided by the Authorized CP on the Authorized CP Website, which was approved and registered by the Company with the Registration Form and/or a change form thereof.
- (10) “Settlement Operations” means the reduction of WebMoney equivalent to the amount of Authorized CP Service purchased by a User from the balance held by such User.
- (11) “Module” means the medium on which the client module required in order to use the Settlement System, (hereafter referred to as “Client Module”) is stored, along with the Client Module installation manual, the Settlement System operation instructions and other designated materials provided to Authorized CP by the Company.

### Section 3. Registration

1. To be registered as Authorized CP, a content provide needs to submit to the Company the Registration Form and other documents prescribed by the Company and obtain the approval from the Company. When the Company approves its registration, the Company shall give notice in writing to CP. The content provider shall pay the registration fee within ten (10) days from the receipt of the notice. The Company, upon the confirmation of such payment, shall register it as Authorized CP and grant Authorized CP number to it. The Agreement is entered into by and between the Company and Authorized CP when such registration procedure is completed.
2. Any bank transfer fees incurred in connection with the payment of registration fee described above shall be paid by the Authorized CP. Additionally, the registration fee paid shall not be returned for any reason whatsoever.

### Section 4. Obligations of Authorized CP

- (1) Authorized CP shall display the Company's logo on the Authorized CP Website in accordance with the "WebMoney Logo Guidelines" prescribed by the Company.
- (2) Authorized CP shall make the Settlement System available only for Authorized CP Service which has been approved and registered by the Company with the Registration Form and/or a change form thereof.
- (3) Authorized CP must not sell or distribute, on the Authorized CP Website, the rights of which Users will get and exchange digital contents, services or any other items in future.
- (4) Authorized CP shall submit a copy of the business license issued by regulatory authorities to the Company, when using the Settlement System for the Authorized CP Service which requires permits, licenses or notice pursuant to laws, ordinances or other regulations including but not limited to the sale of liquor, gift certificates, cigarettes, revenue stamps, postage stamps.
- (5) Authorized CP shall provide Users with the support and deal with inquiries and complaints in relation to Authorized CP Service from Users, at its own responsibility.
- (6) Authorized CP shall not breach laws and ordinances such as the Act on Specified Commercial Transactions, the Act against Unjustifiable Premiums and Misleading Representations, the Copyright Act, and the Act for the Settlement of Funds etc. or make any statements that mislead Users when posting, advertising or announcing the Authorized CP Service on the Authorized CP Website.

### Section 5. Prohibition

1. In connection with the use of the Settlement System, the Authorized CP may not;
  - (1) do any actions associated with, or led to crimes such as fraud, etc.,

- (2) display, transmit or sell goods or services of, images, video or writings of pornography, obscenity, child pornography, child abuse, prostitution, violence, etc.,
  - (3) solicit membership in political, religious or any other associations, or seek contributions,
  - (4) be involved with real money trading or similar actions,
  - (5) make false or inappropriate representations,
  - (6) damage or infringe the privacy, reputation, credibility or assets of the Company or a third party,
  - (7) infringe the intellectual property including but not limited to patents, trademarks or copyrights or any other personal or proprietary rights of the Company or a third party,
  - (8) interrupt and disturb the business of the Company or a third party by unfair trading practices,
  - (9) interrupt and disturb the operation of the Settlement System,
  - (10) inflict a loss and give disadvantage on the Company or a third party,
  - (11) decompile, disassemble or reverse engineer, modify or use the Client Module for any purpose other than settlement by WebMoney,
  - (12) provide links to any data intended to facilitate the acts described above,
  - (13) violating laws, regulations, public order and morals, or the Terms in addition to the above,
  - (14) make a third party to use the Settlement System without prior written consent of the Company, or
  - (15) do any and all actions that Company considers inappropriate in addition to the above.
2. When the Company reasonably considers that Authorized CP or Authorized CP Service falls under any one of the previous section, the Company will demand Authorized CP to correct the breach, and Authorized CP must promptly cure such breach.
  3. Authorized CP shall provide Authorized CP Service in accordance with the provision terms agreed with Users. Authorized CP shall be responsible for any and all matters relating to Authorized CP Service and shall hold the Company harmless against any loss or damage incurred by the Company.

#### Section 6. Operation of the Settlement System

1. The Company, after modifications and adjustments of the Settlement System, shall provide the Module to Authorized CP and enable the Users to use the Settlement System for the Authorized CP Service. However, Authorized CP shall procure, manage and operate, at its own responsibility and expense, all facilities, equipment, machineries required for the Authorized CP Website, through which it provides

Authorized CP Service to the Users.

2. The ownership, copyright and any other rights relating to the Module provided to Authorized CP by the Company shall not be transferred to Authorized CP.
3. The Company shall manage and operate the Settlement System in order to provide Settlement Operations. However, if Authorized CP falls under any one of the followings, the Company may suspend and make Users unable to use the Settlement System on Authorized CP Service if,
  - (1) Authorized CP breaches or is likely to breach the Terms,
  - (2) information in the Registration Form or in any other required document is false or inaccurate, or
  - (3) the Company considers it appropriate.

#### Section 7. Interruption / Suspension of the Settlement System

1. The Company may interrupt or suspend the Settlement System if
  - (1) it is required to temporarily interrupt or suspend the Settlement System for inspection, maintenance, repair or any other requirements relating to the Settlement System, or
  - (2) natural disasters, malfunctions of communication line or any other circumstances beyond the Company's control occur.
2. Except for the emergency or the inevitable, the Company shall give prior notice to Authorized CP when the Company interrupts and suspend the Settlement System under the previous section,.
3. In no event the Company shall be liable for any damages suffered by Authorized CP as a result of the interruption or suspension of the Settlement System set forth in this Section.
4. The Company shall be liable only for the actual and direct damages suffered by Authorized CP as a result of such interruption or suspension of the Settlement System which is attributable to the Company.

#### Section 8. Use of Test ID and Test Wallet

1. The Company shall issue a Test WebMoney ID (hereafter referred to as "Test ID") to Authorized CP only for the purpose of confirming the operation of the Settlement System. Additionally, separately from Test ID, the Company shall, as necessary, issue a Test WebMoney Wallet (hereafter referred to as a "Test Wallet," including ID and password in order to use the Test Wallet) to Authorized CP.
2. Authorized CP shall comply with the followings with respect to the use of Test ID and Test Wallet.
  - (1) Test ID and Test Wallet shall not be used for any purpose other than the confirmation of the operation of the Settlement System.
  - (2) Test ID and Test Wallet shall be strictly managed and shall be used only by the

person in charge of Authorized CP or employees under the administration of such person in charge and shall not be used by a third party.

- (3) Authorized CP shall be liable for any claims and damages in connection with the use of Test ID or Test Wallet.
  - (4) In the event that Test ID or Test Wallet has been, or likely to be lost, stolen, improperly used, Authorized CP shall inform it to the Company immediately.
  - (5) The amount settled by Test ID and Test Wallet shall not be included in the Settlement Amount defined in Section 10.
  - (6) Authorized CP shall resolve and settle any disputes with a third party arising out of the use of Test ID and Test Wallet, at its own responsibility and expense and shall defend the Company against such disputes. Authorized CP shall immediately indemnify the Company for any and all damages, losses and expenses (including the attorney's fee), suffered and incurred by the Company if such dispute is attributable to the Authorized CP.
3. When the Company considers that Authorized CP has breached or is likely to breach the previous section, the Company may make the Test ID or Test Wallet unavailable by the Authorized CP without any notice, and Authorized CP shall not object to it.
  4. In the event that the registration is cancelled, the Authorized CP shall immediately stop the use of Test ID or Test Wallet and return them to the Company.

#### Section 9. Fees

1. Authorized CP shall pay to the Company the Fee in consideration of the use of the Settlement System. The Fee shall be calculated as follows:  
Fee = Total amount paid and settled by WebMoney by Users on the Authorized CP Website (hereafter referred to as the "Settlement Amount") x the rate (%) set forth in the Registration Form.
2. The Company may change such rate by giving thirty (30) days prior notice to Authorized CP.

#### Section 10. Payment

1. The Company shall pay the remaining amount deducting the Fees from the Settlement Amount under Section 9 by the tenth (10<sup>th</sup>) of the two month later (Japan Time).
2. Upon request by the Authorized CP, the Company will re-increase WebMoney available by the equivalent of such transaction cancelled (hereafter referred to as "Refund") for any reason. In this case, the Company shall pay the amount deducting the Refund and its cancellation charge from the amount due under Section 10-1.
3. When the balance after deducting the Fees, the Refund and its cancellation charge from the Settlement Amount becomes negative, the Authorized CP shall pay to the

Company the differences by the tenth (10<sup>th</sup>) of the two month later (Japan Time).

4. Any payments under the Terms shall be made in yen and any remittance fee shall be borne by the Authorized CP.

Section 11. WebMoney ID for Sales Promotions

1. Authorized CP may order WebMoney ID (including scratch cards with WebMoney printed, hereafter referred to as "Sales Promotion ID") for the purpose of sales promotions or sales campaigns. Orders must be placed with the order form designated by the Company.
2. Authorized CP shall inspect within three (3) business days from the delivery, and notify the Company of the inspection results. When the Authorized CP has not give any notice to the Company within such period, the inspection shall be deemed to have been passed.
3. Authorized CP shall grant to Users Sales Promotion ID together with the 16 digit management number issued by the Company in order for the Company to manage the Sales Promotion ID. Each Sales Promotion ID shall be granted individually to each User and Authorized CP shall not provide the same Sales Promotion ID to plural Users.
4. Without prior consent of the Company, Authorized CP shall not provide Sales Promotion ID for any purposes other than Authorized CP Service.
5. The Company shall be liable for the loss, destruction and any other damages for Sales Promotion ID incurred before the delivery of the Sales Promotion ID, if not attributable to Authorized CP, and Authorized CP shall be liable for the loss, destruction and any other damages for the Sales Promotion ID incurred after the delivery of the Sales Promotion ID, if not attributable to the Company.
6. The Company shall be liable for defects in the Sales Promotion ID delivered pursuant to this Section for one (1) month following the completion of delivery under Section 5-2.
7. Except as specified in the previous section, Authorized CP may not return Sales Promotion ID for any reason whatsoever.
8. Authorized CP shall not sell Sales Promotion ID to any third party.
9. The Company will indemnify Authorized CP against only actual and direct damages attributable to the Company up to an amount equivalent of the face value of the Sales Promotion ID delivered by the Company under this Section.
10. The Company shall not be liable for any damages not caused by the Company, including but not limited to the possible improper use or the improper use of Sales Promotion ID delivered to Authorized CP, or the use by a third party other than Users.

## Section 12. Confidentiality

1. The Company and Authorized CP shall hold all technical, business and other information learned under the Terms, (including Module, WebMoney ID, Test ID and Test Wallet, hereafter referred to as “Confidential Information”) in strict confidence and treat all the Confidential information of the other party with reasonable care. Additionally, Confidential Information shall not be disclosed nor any materials containing the Confidential Information provided to a third party without prior written consent of the other party
2. The confidentiality obligations of the receiving party under the Terms shall not extend to any information that the receiving party can demonstrate by sufficient evidence that:
  - (1) was in the public domain at the time of disclosure;
  - (2) is or become known to the public through no fault of the receiving party;
  - (3) was lawfully in the receiving party’s in possession at the time of disclosure;
  - (4) is disclosed by the third parties without any confidential obligation;
3. If the Company and Authorized CP are required to disclose Confidential Information pursuant to applicable laws, statutes, or regulations, or court order, the Company or Authorized CP will give the disclosing party a prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy.
4. In terms of WebMoney ID, Test ID and Test Wallet, this Section shall survive and remain in full force and effect after termination of the Agreement and in terms of the other confidential information shall survive for three (3) years after termination of the Agreement .

## Section 13. Personal Information

1. The Company shall use the personal information of the persons in charge specified in the Registration Form for the purpose of registration and operation of the Settlement System and to communicate concerning the Agreement and send materials. Personal information shall be strictly managed in accordance with the privacy policy prescribed by the Company and with laws and regulations and shall not be used for any purposes other than set forth in this Section.
2. Authorized CP agrees that the Company may outsource all or any part of the operational management of the Settlement System to a third party with taking all necessary measures to protect the personal information of Authorized CP acquired under the previous section and the subcontractor uses such personal information to the extent required for the operation.

## Section 14. Non-Competition

Authorized CP recognizes that confidential information relating to the operation of the

Settlement System will be disclosed by the Company and, unless separately approved by the Company, shall not be involved in the development or operations of systems which compete with the Settlement System.

Section 15. Dispute

Authorized CP shall defend any claims relating to Authorized CP Service from a third party at its own responsibility and expense and shall hold the Company harmless from such claims. Additionally, Authorized CP shall immediately indemnify the Company for any and all damages, losses and expenses (including the attorney's fee) suffered and incurred by the Company due to such dispute.

Section 16. Disclaimer

1. Neither the Company or Authorized CP shall be liable for any failure to perform or delay in performing its obligations hereunder due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, civil war, enactment, revisions or abolition of laws and regulations, order or acts of public authorities, labor disputes, malfunctions of communication lines or other facilities and other causes which are not attributable to the Company and/or Authorized CP.
2. Notwithstanding the above and for any reason whatsoever, in case that the difficulties to perform any of each obligations or the circumstances which critically impact on the performance of obligations set forth in the Terms have occurred or are likely to occur, the Company and Authorized CP shall immediately inform the other party of it, have discussions and make the best effort to minimize the impact on both business operations.

Section 17. Term and Termination

1. The Agreement shall have full force and effect for one (1) year from the date of the Agreement under Section 3. In the event that neither of the parties notify the other party of termination prior thirty (30) days from the expiry of the Agreement, the Agreement shall be automatically renewed for another year and hereafter the same.
2. The Company may immediately terminate the Agreement without notice if the Authorized CP applies to any of the followings and prohibit Authorized CP from using the Settlement System.
  - (1) if Authorized CP breaches any provisions of the Terms and if such breach is not cured within reasonable period of time although the Company gives notice to the Authorized CP;
  - (2) if Authorized CP has received a provisional attachment, attachment, provisional disposition, compulsory execution, application for a public auction, a notice prescribed in Section 2 of the Act on Contract for Establishment of



Security Interests by Use of Provisional Registration, a warning / disposition to suspend transactions with a clearinghouse, a tax and public charges' delinquent tax payment or other disposition, or if any other reasons that such party is subject to these petitions, dispositions or notices arise.

- (3) if Authorized CP falls into circumstances such as payment suspensions, insolvency or subject to a petition for insolvency proceedings (including revised or enacted proceedings following the conclusion of the Terms) such as bankruptcy, special liquidation, company reorganization proceedings or civil rehabilitation proceedings, or hereto files such a petition on its own behalf.
  - (4) if Authorized CP has made a decision on dissolution, abolition or transfer all or an important part of the business or the assets, business, or financial circumstances significantly have changed.
  - (5) if Authorized CP received a business suspension or business license cancellation etc. or a disposition such as stock market delisting.
  - (6) if the Company recognizes that it is likely to occur any one of the mentioned above.
  - (7) if the Company considers that it would be difficult to maintain the relationship with Authorized CP, such as being unable to contact with Authorized CP, and decides to cancel the registration and gives notice in writing to Authorized CP,
  - (8) if Authorized CP fails to perform any of the obligations set forth in Section 5, Section 6, Section 8 through Section 12, Section 14, Section 19, Section 20 and Section 21 of the Terms, or,
  - (9) If the Company considers that Authorized CP has infringed or is likely to infringe the rights of Users, whether currently or in the past, with regard to commercial transactions including but not limited to the use of WebMoney.
3. In the event that the Company decides to cease the Settlement Operations and/or the operation of the Settlement System, the Company shall give prior notice in writing to the Authorized CP. The Agreement shall be terminated and expired after thirty (30) days have passed from such notice.
  4. Authorized CP may not seek from the Company the indemnification for damages arising out of the termination of the Agreement, even if the Agreement have been terminated pursuant to Section 17-2 through Section 17-4.
  5. The Authorized CP may terminate at any time the Agreement with thirty (30) days prior notice to the desired termination date. The notice shall be the form designated by the Company.
  6. Section 5-3, Section 6-2, Section 7-3, Section 7-4, Section 8-4, Section 10-1, Section 10-3, Section 11-6 through Section 11-10, Section 12, Section 13-1, Section 14, Section 15, Section 16-1, Section 17-4, Section 17-6, Section 18, Section 20, Section 21-2, Section 23 and Section 24 shall survive termination of the Agreement.

Section 18. Effects of Termination or Expiration

1. In the event of termination or expiry of the Agreement Authorized CP shall immediately cease using the Settlement System, delete the Company's, logos or any other descriptions relating to the Company and WebMoney from Authorized CP Website. Additionally, Module, Test ID and any and all other materials provided by the Company under the Terms shall be promptly returned to the Company.
2. The Refund will not be admitted for any reason following the termination of the Agreement.

Section 19. Exclusion of Anti-Social Forces

1. The Company and Authorized CP warrant that they do not fall into any one of the followings or have no financial or business relationship, or any other relationship with anti-social forces.
  - (1) any member of organized crime
  - (2) any person quitting a member of organized crime but five (5) years has not passed since then.
  - (3) any person that acts or behave by making use of the influence of organized crime
  - (4) any company known to have ties with the organized crime
  - (5) any other persons, group, or organizations in association with the above.
2. The Company and Authorized CP must not,
  - (1) claim by acts of force,
  - (2) make unjust claims,
  - (3) blackmail or resort to violence with respect to the transactions,
  - (4) spread rumors, discredit the other party or disturb its business by means of fraud or power, or
  - (5) do any action similar to any of the above.Additionally, the Company and the Authorized CP are prohibited to make a third party do the actions above.
3. When the other party has a financial or business relationship or any other relationship with anti-social forces, including organized crime groups, the Company or Authorized CP may terminate the Agreement without any notice and may seek from the other party indemnification of damages suffered thereby.

Section 20. Assignment

Authorized CP shall not assign, pledge or offer as security to any third party the Agreement, any rights or obligations hereunder without a prior written consent of the Company.

Section 21. Notice

1. All notices to the other party shall be sent or transmitted by e-mail, facsimile or

mail to the address notified in advance by that party. Notices by mail shall be deemed to have been delivered two (2) days following posting and notices by e-mail or facsimile upon receipt of the message confirming delivery.

2. Authorized CP shall promptly inform the Company of any changes in contact person, company name, address, Authorized CP Service or any other matters specified in the Registration Form or other required documents. In the event that notices, materials and/or settlements are delayed or not delivered due to Authorized CP's failure to inform the changes, such notices, materials and settlements shall be deemed to have been delivered and made without delay. The Company shall be no responsible for any damages arising from such delay.

#### Section 22. Change of the Terms

The Company may change all or any part of the Terms at any time by notifying Authorized CP of, or posting such changes on the Company's website. Such changes shall take effect on the date specified at the end of the Terms and, thereafter, Authorized CP shall comply with the revised Terms. In the event that Authorized CP does not consent to the revised Terms, Authorized CP may terminate the Agreement at any time by giving written notice to the Company.

#### Section 23. Governing Law and Jurisdiction

1. The Terms shall be governed by and construed in accordance with the laws of Japan.
2. Any and all disputes, controversies or differences which may arise between the parties hereto in relation to or in connection with Terms shall be finally settled by The Tokyo District Court.

#### Section 24. Consultations

The Company and Authorized CP shall consult in good faith and seek to smoothly resolve such matters relating to the Terms that are not set forth herein or questions in the performance of the Terms and the Agreement.

Revised on August 1, 2010