

Additional Terms for Utility

To sell or purchase a Utility Item, you must read these Additional Terms for Utility (these "**Additional Terms**") carefully and agree to comply with and be bound by these Additional Terms.

Section 1 (Scope of Application)

These Additional Terms set forth the terms and conditions of trading Utility Items. Any matter not stipulated in these Additional Terms is governed by Adam byGMO Terms of Service.

Section 2 (Definitions)

Unless otherwise defined in Adam byGMO Terms of Service, the following definitions apply in these Additional Terms.

- (1) "**Additional Terms**" means these Additional Terms for Utility.
- (2) "**Utility**" means a feature that provides you with access to products or services.
- (3) "**Utility Item**" means an Item that one or more Utilities are linked to.

Section 3 (Primary Sales of Utility Items)

1. **To make a Primary Sale of Utility Items, a natural person must meet all of the following conditions:**

- (1) **being 18 years of age or older;**
- (2) **being domiciled in Japan; and**
- (3) **having a bank account in the name of the natural person.**

2. We may permit a Primary Seller to consign the Primary Seller's Utility Items to us for Primary Sales.
3. If a Primary Seller wishes to sell a Utility Item, the Primary Seller shall request us to examine the Utility when requesting to review that Item's underlying Creation.

.We will examine the Utility to determine whether we approve that Utility Item's Primary Sale and shall notify that Primary Seller of the result of our determination. We may determine, in our sole discretion, whether we approve that Utility Item's Primary Sale, and whether we disclose any reason to the Primary Seller for our determination.

4. In the case referred to in Section 3.3, if deemed necessary by us, the Primary Seller shall provide us with the following information according to each specified category:

- (1) In the case of natural persons:
 - 1 a copy of the Primary Seller's official identification;
 - 2 the Primary Seller's name, date of birth, address, and telephone number; and
 - 3 a copy of the bank book of an bank account held in the Primary Seller's name.
- (2) In the case of legal persons:
 - 1 a Primary Seller's certificate of good standing;
 - 2 a copy of the representative's official identification; and
 - 3 the name, date of birth, address, and telephone number of the legal person's representative.

5. If we find the Utility permissible at the request for review referred to in Section 3.3, the Primary Seller may sell the Utility Item.

6. The Primary Seller represents and warrants, as of the time of requesting the Utility review and as of the time of the Primary Sale, that the Item's Utility complies with all of the following:

- (1) It does not violate any laws or regulations, constitute any criminal acts, or breach Adam byGMO Terms of Service or Additional Terms;
- (2)

- (3) It does not incite or assist in the violation of any laws or regulations, commission of any criminal acts, or breach of Adam byGMO Terms of Service or Additional Terms;
- (4) It involves providing services, not merely providing goods;
- (5) It does not include providing secondhand things, alcoholic beverages, food, pharmaceuticals, medical devices, or other goods that require licenses or approvals for sale and supply under applicable laws and regulations;
- (6) It does not qualify as securities under the Financial Instruments and Exchange Law, prepaid payment instruments subject to the Payment Services Act, electronic payment methods, cryptocurrencies, foreign exchange transactions, or other remittance/payment methods;
- (7) It does not infringe any third party's intellectual property rights, personal rights, or trade secrets/know-how;
- (8) It is not intended for political or religious activities;
- (9) The Primary Seller themselves provides the Utility; and
- (9) Any other circumstances that we deem inappropriate for reasonable reasons.

The Primary Seller shall clearly specify the timing and method of providing the Utility when advertising, promoting, soliciting, and selling Utility Items (including cases where they consign Primary Sales to us). Furthermore, the Primary Seller shall not make false representations or misleading statements regarding the Utility.

7.

To indicate that all or part of the Item Price will be used for a specific purpose when selling the Utility Item, the Primary Seller shall clearly disclose that purpose. In such cases, upon our request, the Primary Seller shall submit evidence to us that the Item Price paid from the sale of the Utility Item has been used for the specified purpose as previously disclosed.

Section 4 (Methods of Using the Utilities)

1.

If a Primary Sale of a Utility Item is formed, the Primary Seller shall provide the Utility to the Buyer at the Primary Seller's own responsibility and expense, subject to the methods and timing set out in Article 3.7.

The Primary Seller shall sincerely respond at their own responsibility and expense to inquiries or questions regarding the Utility.

2.

If the Primary Seller needs the Buyer's personal information (including address, telephone number, email address) for providing the Utility, the Buyer agrees that we may provide that information to the Primary Seller using our prescribed method. In this case, the Primary Seller may use the Buyer's personal information only to the extent necessary for providing the Utility, and shall manage the personal information, at their own expense and responsibility, and ensure that no harm comes to the Buyer or us.

Section 5 (Trading Utility Items)

The Owner of a Utility Item shall not trade the Utility separately from the Item; such a trade is deemed void.

Section 6 (Utility Defaults)

1. If there is a change in the content or timing of providing the Utility, or a suspension or discontinuation of the Utility linked to a Utility Item (collectively, a "**Utility Default**"), the Primary Seller shall inform the Buyer in advance and respond to inquiries or questions from the Buyer. In such cases, depending on the extent of the Utility Default, the Primary Seller shall refund all or part of the Item Price to the Buyer.
2. We assume no liability towards the Buyer in case of a Utility Default. A refund of the Item Price by the Primary Seller due to a Utility Default does not constitute any ground for a defense against us when the Buyer has used various payment methods. Furthermore, we may facilitate the refund of the Item Price on behalf of the Primary Seller in the event of a Utility Default related to a Utility Item sold by the Primary Seller.
3. **If** we facilitate a refund of the Item Price as set out in Section 6.2, the period for accepting refunds will be within six months. In addition, the Buyer shall comply with the method that we set out for the refund.
4. If we facilitate a refund of the Item Price and notify the Buyer, but the buyer does not accept the refund within six months, the Buyer will be deemed to have released the Primary Seller's obligation to refund the Item Price.
5. To ensure the integrity of Adam byGMO, we may verify facts with the Primary Seller concerning a Utility Default, and the Primary Seller shall cooperate with our verification.
6. If the Primary Seller fails to respond to inquiries from the Buyer or to our verification as set out in Section 6.5, we may provide the Buyer with the Primary Seller's name, email address, address, telephone number, and other contact information.
7. Even in the event of a Utility Default, we are not obligated to refund any sales commission or settlement commission incurred by the Primary Seller.

(Primary Sellers' Responsibilities)1. **If the Primary Seller breaches any of the representations or warranties, or covenants set out in these Additional Terms, the Primary Seller shall indemnify and defend the Buyers and us against damages incurred by the Buyers or us arising out of or relating to that breach.**

2. If the Buyer or we have incurred any damage arising out of or relating to a Utility Default, the Primary Seller who sold such Utility Item shall indemnify and defend the Buyers and us against those damages.

Section 7 (Disclaimers)

1. *The Primary Seller has the responsibility to provide the Utility linked to a Utility Item, and we assume no liability for any content of a Utility, any outcome of using the Utilities, or any Utility Default.*
2. We make no representations or *warranties, either express or implied, that any Utility linked to a Utility Item is fit for any particular purpose, is safe, complete, useful, continuously available, or that a Utility Default will not occur.*

3. Even if the Utility linked to a *Utility Item* is not used within the specified period as set by the *Primary Seller*, we are not obligated to refund the Item Price.
4. ユーティリティ付アイテムのユーティリティの提供に関して発生する1次出品者と購入者間を含む利用者同士の間で生じたトラブルに関しては利用者の責任において処理及び解決するものとし、当社は何ら責任を負いません。
If there is any *dispute arising between Users (including the Primary Sellers and the Buyers) regarding the Primary Sellers' providing Utility, the Users shall resolve that dispute at the Users' responsibility, and we assume no responsibility.*

Section 8 (Use of Utilities)

1. If a Buyer's User Account is suspended or deleted, the Buyer will no longer be able to use the Utilities linked to the Utility Items.
2. If a Utility Item is withdrawn, it may become impossible for its Owner to use its Utility.

Supplementary Provisions

Established on December 1, 2022
Revised on March 14, 2025