

MEX Terms of Use

Article 1 Purpose

These Terms of Use are for the purpose of prescribing the necessary matters in connection with the use of MEX (Mitsubishi Materials E-Scrap Exchange) (hereinafter, referred to as the “**MEX**”), the platform for the E-Scrap business operated by Mitsubishi Materials Corporation (“**MMC**”).

Article 2 Scope of application

These Terms of Use shall apply to all corporations and individuals that use the MEX (the “**User**”).

Article 3 Compliance with the Terms of Use

In using the MEX, the User shall comply with these Terms of Use.

Article 4 Defined terms

The following terms used in these Terms of Use have the meaning prescribed below.

- (1) “**User ID**” means a unique string of characters assigned to identify the User.
- (2) “**Password**” means a string of characters for authenticating that the person using the User ID is the User.
- (3) “**Login**” means the operation of using the User ID and Password to obtain permission to use the MEX.

Article 5 Formation, etc. of Use Agreement

1. In principle, the User shall submit a “MEX Use Application Form” using a dedicated web form. MMC shall assess the contents of the “MEX Use Application Form” submitted by the User and, if MMC deems that the User has passed such assessment, shall notify the User of the MEX address, dedicated User ID and Password for the User in accordance with the method prescribed separately by MMC (“**Login Information**”).
2. An agreement for using MEX (“**MEX Use Agreement**”) shall be deemed formed between MMC and the User when the User logs into the MEX for the first time using the Login Information of the MEX that MMC has notified to the User.
3. If any change arises to the matters contained in the “MEX Use Application Form” submitted to MMC, the User shall immediately follow the amendment procedures prescribed by MMC.
4. The User represents and warrants that the person who agrees to the MEX Use Agreement at the time of login as described in Paragraph 2 has the authority to enter into the MEX Use Agreement on behalf of the User.

Article 6 Equipment and cost sharing

The User shall prepare and maintain, at its own responsibility and expense, any equipment (including devices and telecommunications equipment) and any Internet connection required in order to use the MEX.

Article 7 Management of Login Information

1. The User shall appropriately manage the Login Information and not disclose or divulge the same to any third party.
2. The User shall not cause a third party to use the Login Information or assign, lend, or otherwise dispose of the same to any third party.
3. If the User determines that there is a possibility that the Login Information has been inappropriately used by a third party, the User shall immediately contact MMC.

Article 8 Selection of internal users

1. The User shall, at its own responsibility, select from among its officers and employees appropriate individuals to be internal users of the MEX and shall cause the internal users to comply with these Terms of Use, and the guidelines, etc. for the use of the MEX separately provided by MMC.
2. The User shall cause its internal users of the MEX to consent and agree that their information will be registered on the

MEX and that MMC will use such information for the business purposes of MMC.

3. Notwithstanding the provisions of Article 7, paragraph (2), the User may register the Login Information specific to the internal users of the MEX with the MEX without the prior agreement of MMC. In this case, the User shall cause such user to comply with these Terms of Use and shall compensate MMC for any loss or damage caused thereto resulting from the actions of such users, including but not limited to violations of these Terms of Use, incorrect operation of the MEX and incorrect data input.
4. In the case of the preceding paragraph, all data inputted into the MEX by the internal users of the MEX shall be deemed to have been inputted by the User.
5. When the User no longer needs to use the Login Information of the internal users of the MEX due to the retirement of such users or the like, the User will promptly delete the Login Information of such user registered with the MEX.
6. The User may not allow any third party other than an internal user of the MEX to use the MEX.

Article 9 Method of use

The User shall use the MEX by using the Internet to access the MEX address and by logging in with the Login Information notified to the User by MMC or the Login Information specific to the internal users of the MEX registered by the User.

Article 10 Intellectual property rights

All copyrights (including the rights prescribed in Article 27 and Article 28 of the Copyright Act of Japan) and other intellectual property rights pertaining to the MEX belong to MMC, including but not limited to those pertaining to all related software (including operation manuals and user interfaces, etc.), all content prepared by MMC in connection with the MEX and all information generated in connection with the MEX.

Article 11 Prohibited matters

In order to ensure the smooth operation of the MEX, the User shall not engage in any of the following acts:

- (1) sending or inputting malicious computer programs into the MEX;
- (2) using the Login Information of someone other than the User;
- (3) infringing upon the rights or interests of MMC or a third party or engaging in any activity that is likely to infringe upon such rights or interests;
- (4) overburdening the computer systems or networks, etc. of MMC or attempting unauthorized access to such systems or networks, etc.;
- (5) analysis such as reverse engineering or decompiling, or attempting to obtain source code;
- (6) any act that violates or is likely to violate laws and regulations;
- (7) any act that harms or is likely to harm public order or constitute immoral behavior; or
- (8) any act other than the foregoing that obstructs or is likely to obstruct the operations of the MEX.

Article 12 Termination of Use Agreement

1. MMC may suspend all or part of the use of the MEX by the User or terminate the MEX Use Agreement without giving the User any demand for cure in any of the following cases.
 - (1) If MMC determines that the User is or is likely to be in violation of these Terms of Use.
 - (2) If MMC has reason to believe it would be difficult for MMC or the User to continue the MEX Use Agreement.
 - (3) If the User does not use the MEX for a period of one year or longer.
2. If an event falling under item (1) or item (2) of the preceding paragraph occurs in respect of the User, MMC may terminate all or part of the purchase agreement pertaining to recyclable scrap transactions between MMC and the User (whether it is a master agreement or an individual agreement) without giving the User any demand for cure.
3. If the Login Information specific to an internal user of the MEX has not been used for a period of one year or longer, MMC may suspend all or part of the use of the Login Information of such user without giving the User any demand for cure.
4. Even if the MEX Use Agreement is terminated, the User shall continue to comply with Article 7, Paragraph 1 and Paragraph 2, Article 11, Article 13, Article 17 and Article 20.

Article 13 Damages

1. If the User causes any loss or damage to MMC due to being in violation of these Terms of Use, the User shall compensate MMC for such loss or damage (including attorney's fees).
2. If the User causes any loss or damage to a third party or any dispute arises between the User and a third party in connection with the use of the MEX, the User shall compensate for such loss or damage or settle such dispute directly with the third party at its own cost and responsibility and shall hold MMC harmless. If MMC incurs any loss or damage (including attorney's fees), the User shall compensate MMC therefor.
3. Even if MMC causes any loss or damage to the User for any reason attributable to MMC in connection with these Terms of Use, MMC shall not be liable for any damage caused by slight negligence of MMC. In addition, even in the case that MMC is liable, MMC shall not be liable for any damage based on special circumstances (whether or not MMC should have foreseen it), indirect damage, consequential damage, or lost profits, and the maximum amount of MMC's liability shall be 100,000 yen.

Article 14 Suspension or discontinuance of use of the MEX

1. The User hereby acknowledges in advance that MMC may temporarily suspend or permanently discontinue all or part of the provision of the MEX or place restrictions on the function of the MEX in any of the following cases:
 - (1) if a natural disaster, accident, or other emergency event occurs or is likely to occur;
 - (2) if MMC conducts regular or emergency maintenance, inspections or upgrades of equipment used to provide the MEX;
 - (3) if an anomaly, fault, outage, or the like occurs in respect of the equipment used to provide the MEX;
 - (4) in the event of force majeure such as earthquake, lightning, fire, wind or water damage, electrical outage, or natural disaster;
 - (5) if MMC determines for any other reason that it is necessary to suspend or discontinue the use of the MEX.
2. MMC shall not be liable for any loss or damage incurred due to the temporary suspension or permanent discontinuance of the use of the MEX prescribed in the preceding paragraph.

Article 15 No warranty; waiver

1. MMC makes no warranty as to the fitness of the MEX for a specific purpose of the User or that the MEX has the functions, commercial value, accuracy, or usefulness expected by the User, that use of the MEX by the User will not conflict with laws, etc. applicable to the User, or that no faults will arise in respect of the MEX (including a suspension of all or part of the function of the MEX, reduction in communication speed of the MEX, a leakage of information through the MEX, etc.) and the User accepts that the MEX shall be provided to the User on an "as is" basis.
2. MMC shall endeavor to ensure the reliability, accuracy, and security (such as absence of computer viruses) of information provided through the MEX but makes no warranty as to the completeness thereof, and the User accepts that the information provided by MMC through the MEX shall be provided to the User on an "as is" basis.
3. The use of the MEX using the Login Information of the User shall be deemed as use by the User, and MMC shall not bear any liability for any loss or damage incurred by the User due to improper use of the Login Information of the User by a third party.
4. The User shall be responsible for any data inputted into the MEX by the User, and if MMC incurs any loss or damage as a result of this, the User shall compensate MMC for such loss or damage.

Article 16 Changes to the Terms of Use and the MEX

1. MMC may amend these Terms of Use at any time without giving prior notice to the User and without the prior consent of the User. By using the MEX after MMC has amended these Terms of Use, the User shall be deemed to have consented and agreed to these Terms of Use as amended.
2. MMC may modify the specifications, etc. of the MEX at any time without giving prior notice to the User and without the prior consent of the User, and shall notify the User of such modifications as necessary.

Article 17 Confidentiality

The User shall not disclose or divulge to any third party without the prior written consent of MMC any of the information obtained by the User through its use of the MEX.

Article 18 Exclusion of anti-social forces

1. If the User falls under any of the following items, MMC may terminate the MEX Use Agreement without giving any demand for cure to the User:
 - (1) the User is or has been an organized crime group, an organized crime group member, an organization or individual affiliated with an organized crime group, or any other anti-social force (“**Organized Crime Group, Etc.**”);
 - (2) the User itself or through a third party uses fraud, violence, or threatening language, or engages in behavior similar thereto, against MMC;
 - (3) the User intentionally indicates that it is an Organized Crime Group, Etc. or that any of its affiliates or related persons is an Organized Crime Group, Etc., or engages in behavior similar thereto;
 - (4) the User itself or through a third party damages or is likely to damage the reputation or credit of MMC;
 - (5) the User itself or through a third party obstructs or is likely to obstruct the business operations of MMC.
2. The User hereby acknowledges that MMC shall not bear any liability to compensate the User for any loss or damage incurred by the User in the case where the MEX Use Agreement is terminated pursuant to the preceding paragraph.

Article 19 Consultation

If any matter that is not prescribed in these Terms of Use or any question regarding the construction of the provisions hereof arises, MMC and the User shall settle such matter or question upon mutual consultation in good faith.

Article 20 Governing law and jurisdiction

1. These Terms of Use and performance of these Terms of Use are governed by, and are to be construed in accordance with, the laws of Japan without reference to its choice of law rules.
2. MMC and the User shall agree that all disputes, controversies, or differences of opinions that may arise out of or in connection with these Terms of Use shall be ultimately settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The place of arbitration shall be Tokyo (Japan). The number of arbitrators shall be one and the arbitration shall be conducted in Japanese.

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