

Terms of Use for EST-OUEST LIVE BIDDING

EST-OUEST LIVE BIDDING (the "Service") allows you (a "User") to participate in any kind of designated auctions held by Est-Ouest Auctions Co., Ltd. (the "Est-Ouest") via internet access by registering EST-OUEST LIVE BIDDING ID (an "ID") on Est-Ouest's website (the "Website"). You agree to the following Terms of Use (the "Terms") in respect to services offered currently and in future through internet access by Est-Ouest as well as third parties. You are advised to read this page carefully.

Also by registering and using the Service, you agree to all articles listed in the Terms as well as Conditions of Buying of each auction (the "Conditions"). The Terms applies to any use of the Service, accompanied by the Conditions.

1. User Submissions

- 1-1 To use the Service, you agree to all articles listed in the Terms and the Conditions, submit required documents and be approved by Est-Ouest. You may be requested of deposit to bid lot at live auction. If you are interested in any high value lot, you are required the pre-registration and a certain amount of deposit may be required in a process of approval apart of the mentioned deposit. You are responsible to complete required document submission and transferring deposit by due date. Documents submitted and deposit confirmed after due date may not be accepted to proceed further approval(s) as well as submission failure judged accurately by Est-Ouest.
- 1-2 Use of the Service by an individual, at any employment status, as a representative of a corporation or other kind of association is considered that the corporation or the association agree to the Terms, and are responsible for the use of the Service.
- 1-3 To access to the Website and use the Service, computer device shall be running with windows 7 or later OS and installed the latest Java with wired internet access environment.
- 1-4 The content of the Website is not intended for minors under age of 20. Items on auctions extends to wide range of art are generally uncensored and may include nudity or other graphic or literary content that some people may consider offensive and unpleasant. Thus, if you deem the content and items displayed on the Website inappropriate for your child or yourself, you are advised to terminate the use of the Service immediately.
- 1-5 A User meet any one of the following conditions may be refused for further use of the Service without any notification and may no longer be able to re-register. In cases
 - (1) when the User is found out to be fictional
 - (2) when information provided by the User is found out to be untrue
 - (3) when Est-Ouest cannot reach the User in any way with provided information such as e-mail, telephone and such like methods.
 - (4) when ID is found out to be registered illegally.
 - (5) when ID is obviously or possibly used by others or when informed so.
 - (6) when a User's action is against the Terms.
 - (7) when the User whose ID was once deactivated due to violation of the Terms is found out to re-register ID.
 - (8) when the User is found to be possibly harmful for Est-Ouest with past record(s) or may be harmful for Est-Ouest.
 - (9) when the User commit the provision stated in 5 of the Terms

2. Management of ID and Passwords

- 2-1 The Service can be used by following a guideline on certain page on the Website with your registered ID and password.
- 2-2 You are responsible for management of the confidentiality on any ID and password and must not provide, lease or share these ID and password with others.
- 2-3 Any activity in respect to the Service on the Website with your successfully registered ID and password is deemed to be done by the User.
- 2-4 You are responsible for any intentional or unintentional activity that occurs under your ID and password and Est-Ouest is not liable to any damage, loss and/or cost occurs under your ID and password.
- 2-5 You must immediately notify Est-Ouest of leaking of confidential information and/or any unauthorized use of your ID and/or passwords by others and follow given instructions by Est-Ouest.

3. Privacy

- 3-1 To use the Service, you are requested to provide your information correctly on the Website and are responsible to keep the information current and accurate by updating it. Est-Ouest is not liable to any damage, loss and/or cost arises from mismanagement by you. If information provided by you is found out to be untrue, incorrect, or inaccurate, the Service may be no longer used by you. Est-Ouest also obtain the right to cancel your ID and password anytime the provided information turns out to be or possibly be untrue, incorrect, inaccurate or not current.
- 3-2 You agree that provided information and record of access and usage by you to Est-Ouest is used for the following purposes:
 - (1) to email Users promotional information
 - (2) to provide Users necessary information and updates to deliver the Service
 - (3) to deliver letters or packages such as catalogue, promotional advertising and others
 - (4) to meet the Terms as well as the Conditions
- 3-3 Est-Ouest is committed to maintaining your privacy; however, you agree that Est-Ouest provide your information to third parties in following cases:
 - (1) When Est-Ouest consign the third parties for the purpose under provision 2, minimum required information is provided.
 - (2) When you violate the Terms and the Conditions and the action is deemed harmful for the right and property which belongs to Est-Ouest.

4. Temporary Unavailability and Termination of the Service

Est-Ouest may temporarily stop or terminate the Service in the following cases:

- (1) Periodical or urgent maintenance for the Service in operation
- (2) Fire or electric power failure
- (3) Natural disaster such as quakes, eruption, flood or tsunami
- (4) The Service requires operational and technical support

Est-Ouest notifies you of such unavailability or termination of the Service in advance in possible and appropriate mean except in case of emergency.

5. Prohibition of overhand User's right and responsibility

It is strongly prohibited that a User handover right and responsibility as well as status held by the User over the Terms to others without written agreement by Est-Ouest in advance.

6. Prohibited Action on the Service
 You agree that the following actions are strictly prohibited on use of the Service
- (1) Actions that harms the Service
 - (2) Accessing to the Service in inappropriate mean
 - (3) Providing or registering incorrect information
 - (4) Use of information of other Users or possible Users
 - (5) Action that gives damage, loss and/or cost to others
 - (6) Downloading image and/or text on the Website for unauthorized usage as well as other activities such as transfer, record, release of image and/or text, permission of browsing mentioned materials to others and/or disclosure of process, result or other confidential information of auctions.
7. Exclusion of antisocial force
- 7-1 a User must acknowledge the followings and be liable that followings do not happen during usage of the service.
- (1) A User is not; a violent group, a member of violent group, a former member of violent group within last 5 year, a sub-member of violent group, corporate related to violent group, a corporate extortionist, a political racketeering organization, terrorists of specialized intelligence (the "Antisocial Force") and/or a person or group which are recognized as above.
 - (2) A User is not; an executive (the "Executive" includes an executive member, director and/or another personal recognized as above), a practical director, a shareholder, a deputation or intermediary of this contract and others belong to Antisocial Force.
 - (3) The contract is not concluded by an Antisocial Force using a User's ID
 - (4) An Antisocial Force will not be involved to implement the contract and/or accomplish object of a User or the Antisocial Force.
 - (5) A User, an Executive, a practical director, and/or shareholder is not related to an Antisocial Force or a person/group recognized as Antisocial Force in society by offering them funds and/or physical/unphysical benefit.
- 7-2 Est-Ouest obtains right to cancel and delete a User's ID and terminate service without notice in case a User meets more than one of followings:
- (1) a User's action is against provision no 7-1.
 - (2) a User's action are taken by violence or illegal mean.
 - (3) a User's action includes assault, threats and/or violence when dealing
 - (4) a User spreads false information to public and slander the Est-Ouest result in interference of business operations.
 - (5) a User take action(s) recognized as above.
8. Liability Disclaimers
- 8-1 Est-Ouest is not liable to any damage, loss and/or cost occurs under your use/disuse of the Service.
- 8-2 Est-Ouest is not liable to any information provided by you to other Users or third parties.
- 8-3 Est-Ouest is not liable to any damage occur to you or third party under circumstances such as delay, unavailability or termination of the Service.
- 8-4 You take responsibility for any damage and/or loss occurs involving others at your own cost.
- 8-5 You take responsibility for any damage and/or loss occurs under your operational mistake, misuse or accident involving others at your own cost.
- 8-6 Est-Ouest do not warrant safety of system for the Service. The system and its server may not be free of computer virus or other harmful content. If your usage of the system or the Website results in the need for servicing or replacing equipment or data, Est-Ouest is not responsible for those costs.
- 8-7 Est-Ouest is not liable to any damage, loss and/or cost occurs on the Service under any circumstances that text cannot be entered or displayed due to technical design or limitation of standard of internet or computer environment. The Service may contain links to third-party websites that are maintained by others. These links are provided solely for your convenience and Est-Ouest is not responsible for the content of linked third-party websites and do not make any guarantee regarding the content or accuracy of materials on these third-party websites.
- 8-8 Est-Ouest do not warrant accuracy of graphic and/or literary on the Website including artist, year, size, weight, material, color, technique, provenance, condition, title, damage, restoration and others. You agree that these descriptions and statement regarding each item made by Est-Ouest is merely a subjective opinion, so that it should not be criteria for your decision making of buying. Est-Ouest do not take any legal responsibility for your bidding at auction at any cases. Therefore, you should inspect each lot to satisfy themselves as to condition at the auction preview. Some items may not be displayed at preview can be seen by having an appointment at designated time and place by Est-Ouest.
9. Modification of the Service and the Standard
- 9-1 Est-Ouest may modify content of the Service without any notification.
- 9-2 Est-Ouest may modify the Terms and the Conditions if needed at any time. By using the Service you automatically agree to such modification of the Terms and the Conditions.
10. Others
- 10-1 The interpretation of provisions on this condition shall be governed by and executed by the laws of Japan. Any provision of "United Nations Convention on Contracts for the International Sale of Goods" shall be excluded.
- 10-2 The English version of the Terms is for the purpose of reference only. If there is any discrepancy between the Japanese version and the English version, the Japanese version shall have the binding effect.
- 10-3 The Tokyo District Court and the Tokyo Summary Court shall have exclusive jurisdiction for the first instance over any lawsuit in connection with this matter.

May 2015
 EST-OUEST AUCTIONS Co., Ltd.

I agree with all the articles of Terms of Use for Est-Ouest Live Bidding listed above.

Date _____

Signature _____

**EST-OUEST
 LIVE BIDDING** 