

# Renesas Marketplace Terms of Use

February 8, 2018  
Renesas Marketplace

These Terms of Use set forth the terms and conditions that apply when users of the Electronic Commerce (EC) Store managed by Renesas Electronics Corporation (“Renesas”) (the “Users”) conduct transactions, such as the purchasing of any applicable commercial product and/or service (the “Products etc.”).

These Terms of Use shall apply to Users together with the Renesas website terms of use titled “Using Our Website” (the “Website Terms of Use”). In the event of any conflict or inconsistency between the terms and conditions of these Terms of Use and the terms and conditions of the Website Terms of Use, these Terms of Use shall take precedence.

In the event of any conflict or inconsistency between (i) the terms and conditions of these Terms of Use and the Website Terms of Use and (ii) the Utilization Contract defined in Section 1 hereof, the Utilization Contract shall take precedence.

The Japanese version of these Terms of Use is provided separately. In the event of any conflict or inconsistency between the Japanese and English versions, the Japanese version shall prevail.

## **1. Submission of Necessary Information and Treatment of Personal Information**

### **Article 1: Use and Entitlement**

Before purchasing the Products etc. in the EC Store, the Users are required to agree to the terms and conditions of these Terms of Use and to submit necessary information pursuant to filing procedures separately prescribed by Renesas.

When (i) the Users file requests to purchase the Products etc. pursuant to the

filing procedures and (ii) Renesas examines and approves such requests from the Users, a utilization contract for the Products etc. pertaining to the requests (including the Sales Contract defined in Section 3 hereof; the "Utilization Contract ") will be established between (i) the Users and (ii) Renesas or third parties selling the Products etc. in the EC Store (the "Seller"). Commercial terms and conditions of the Utilization Contract between the Users and the Seller depend on the Seller. The Users shall be personally responsible for checking these terms and conditions prior to filing requests to purchase the Products etc.

Renesas may reject the requests from the User if any of following items applies. Even though the Utilization Contract has been established, Renesas may terminate or cancel the said Utilization Contract without any advance notice or demand. In this case, Renesas shall not be responsible or liable for any damage or loss incurred by the Users arising from such termination or cancellation.

- It is found that the submitted necessary information includes untrue information (including, but not limited to, false statements, errors or omissions);
- It is found that the Users have been terminated or canceled before on the grounds of unauthorized use of the EC Store etc.;
- It is found that the Users failed or have failed to pay for the Products etc. in accordance with the Utilization Contract, or otherwise deemed to do so by Renesas or the Seller;
- (i) The Users could not obtain an approval from a settlement agency or a financial institution such as a credit card company (the "Financial Institution etc.") as a result of screening or (ii) the credit card designated by the Users has been suspended or disabled by the Financial Institutions for any reason;
- (i) The Users has suspended payments or has been unable to pay debts, (ii) a petition for compulsory execution, provisional attachment, provisional disposition or public auction has been filed to the Users or (iii) a motion for the commencement of bankruptcy proceedings, commencement of rehabilitation proceedings or commencement of reorganization proceedings has been filed by the Users or third parties;

- It is deemed by Renesas that credit status of the Users has deteriorated on the ground of situations including, but not limited to dishonoring of bills and notes drawn by the Users;
- The Users violates any of the provisions of these Terms of Use etc.;
- The Users commits an act in contrary to (i) public order or morality or (ii) the principle of faith and trust;
- The Users fails to make any response within 30 days to an inquiry and/or request from Renesas; or
- It is deemed by Renesas that approving the requests from the Users or continuing the Utilization Contract with the Users will cause a significant impediment to the conduct of business operations by Renesas or to the continuance of the Utilization Contract with the Users.

## **Article 2: Treatment of Personal Information**

Renesas will hold and handle all personal information (as defined in Article 2, Paragraph 3 of the “Act on the Use of Numbers to Identify a Specific Individual in the Administrative Procedure” in Japan) obtained from the User through the use of EC Store (“Personal Information”) in accordance with Renesas Privacy Policy posted in the EC Store. Renesas will make use of Personal Information pursuant to “Use of Your Personal Information” section in Renesas Privacy Policy.

## **2. Terms and Conditions of Sales**

### **Article 3: Establishment of the Sales Contract**

A sales contract between the Users who purchase the Products etc. through the EC store (“Buyers”) and Renesas or the Seller (“Sales Contract”) will be established when (i) the Buyers’ filing requests has been completed and (ii) Renesas or the Seller examines and approves such completed requests from the Buyers. The terms and conditions of the Sales Contract depend on the Seller. The Buyers shall be personally responsible for checking these terms and conditions prior to filing requests to purchase the Products etc.

All Sales Contracts between the Buyers and the Seller shall be established directly between the Buyers and the Seller. Renesas makes no warranty with

respect to the Products etc. sold by the Seller and in no event shall Renesas be responsible or liable for any damage or loss, including, but not limited to accident incurred by the Buyers arising from or related to use of those Products etc.

#### **Article 4: Rejection of Requests and Cancellation of Approval**

Notwithstanding the provisions of the preceding Section, Renesas may reject the requests from the Buyers or cancel its prior approval for the requests if any of following items applies. In this case, Renesas shall not be responsible or liable for any damage or loss incurred by the Buyers arising from such rejection or cancellation.

- The Products etc. that the Buyers requested to purchase are not available on the grounds including, but not limited to stock-out, no fixed arrival or discontinuance of such Products etc.;
- Renesas decides to stop shipping the Products etc. or take other means on the grounds including, but not limited to a serious defect of such Products etc.;
- It is obvious that the price of the Products etc. displayed in the EC store is incorrect in light of fair market prices;
- The Buyers fall under any one of the items prescribed in Section 1 hereof; or
- It is deemed by Renesas that rejecting the requests from the Buyers or canceling the approval for the requests is reasonably favorable for Renesas.

#### **Article 5: Transfer of Ownership**

The ownership of the Products etc. pertaining to the Sales Contract between the Buyers and Renesas shall be transferred from Renesas to the Buyers at the time when the Buyers has completed payment for such Products etc. pursuant to the Sales Contract.

In case where the Products etc. are software products, the ownership of only the media for such software products shall be transferred to the Buyers in accordance with the preceding paragraph. Copyrights or other intellectual property rights of such software products shall remain the property of Renesas or other original rights holders of such software products.

## **Article 6: Payment Method**

The Buyer shall pay for the Products etc. via one of the following payment methods:

- Payment by a credit card
- Payment by a bank transfer

## **Article 7: Delivery and Delivering Method**

The Products etc. will be delivered or shipped directly from Renesas or the Seller to the Buyers. Delivery methods / estimated delivery dates of the Products etc. will be informed the Buyers by Renesas. Renesas shall not be responsible or liable for any damage or loss incurred by the Buyers arising from changes or delays of delivery date of the Products etc. of which Renesas informed the Buyers unless such damage or loss is caused by willful misconduct or gross negligence of Renesas associated with the Sales Contract between the Buyer and Renesas.

## **Article 8: Delivery Cost**

Delivery costs of the Products etc. is prescribed as a part of the terms and conditions of the Sales Contract of the respective Products etc.

## **Article 9: Warranty**

Unless otherwise prescribed in these Terms of Use or the terms and conditions of respective Products etc. of Renesas, RENESAS MAKE NO WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO THE PRODUCTS ETC. OF RENESAS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE PRODUCTS ETC. OF RENESAS WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. RENESAS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS, INCLUDING, BUT NOT LIMITED TO DEFECT, BOTTLENECK, ACCIDENT OR

INEXPEDIENCY INCURRED BY THE BUYERS ARISING FROM OR RELATED TO THE PRODUCTS ETC. OF RENESAS.

#### **Article 10: Return and Exchange**

The Buyers shall not return or exchange the purchased Products etc. via the EC Store. The Buyers shall check the terms and conditions of the purchased Products etc. and contact Renesas or the Seller directly according to the subject of sales of those purchased Products etc. for returns or exchanges of the purchased Products etc. pursuant to these terms and conditions.

#### **Article 11: Termination of the Sales Contract**

In case where the Sales Contract is terminated or canceled pursuant to Section 1 hereof, the Buyers shall forfeit the benefit of time with respect to any debts owed to Renesas, and shall immediately pay all amounts of such debts.

In case where the Sales Contract is terminated or canceled pursuant to Section 1 hereof and the Buyers are required to return the received Products etc., the cost of such return shall be borne by the Buyers.

#### **Article 12: Delinquency Charge**

In the event that the Buyers fail to pay for the Products etc. by the due date pursuant to the Sales Contract of respective Products etc. between the Buyers and Renesas, the Buyer shall pay Renesas a delinquency charge on any overdue amount at the rate of 14.6% per annum (prorated based on a 365-day year) until all overdue amount is paid.

### **3. Miscellaneous**

#### **Article 13: Stop or Restriction of the EC Store**

Renesas reserves the right to stop or restrict all or part of services or functions of the EC store without prior notice to the Users if any of following items applies.

- Blackout, shut down for maintenance, construction, malfunction (including communications failure or communications restriction for the public interest during an emergency), or any other similar events related to the systems and equipment of the EC store happen;
- Operating the EC store becomes difficult due to earthquake, lightning, fire, flood, blackout, natural disaster, strike or other force majeure event, or due to the occurrence or risk of occurrence of interference or obstruction by third parties;
- Renesas decides that it is necessary to stop or restrict the services of the EC store for operational, technical or other reasons; or
- There is any other unavoidable and compelling reason.

Renesas reserves the right to change, add and/or terminate all or part of services or functions of the EC Store any time without any prior notice. In this case, Renesas shall not be responsible or liable for any damage or loss incurred by Users arising from such changes, additions and/or termination.

#### **Article 14: Intellectual Property etc.**

All trademark rights, copyrights, patent rights, and other intellectual property rights offered, used, or represented in the EC store shall remain the property of Renesas or the Seller, or of the original rights holders who has licensed the said intellectual property rights to Renesas or the Seller. Users shall not, or have third parties, reprint, reproduce, publish, modify, redistribute all or part of the said intellectual properties without prior written permission from Renesas.

The Users shall not assign to third parties, establish the right of lien on or commit any other relevant acts on all or part of (i) whole position as a user under the Utilization Contract or (ii) the rights and/or obligations under these Terms of Use without prior written permission from Renesas.

Without any prior notice, Renesas may assign, in whole or in part, its right to receive payment from the Users for the Products etc. pertaining to the Utilization Contract between the Users and Renesas to the Financial Institution etc. of which the Users selected a payment method, or to a Renesas' supplier or lessor of the Products etc. In the event that Renesas transfers its business regarding the EC Store to a third party, Renesas may assign (i) whole position

as a party under the Utilization Contract, (ii) its rights and obligations under these Terms of Use, (iii) its registration data of the Users and other related information, to such third party in accordance with the said business transfer. The User shall be deemed to have agreed in advance to the said business transfer pursuant to this Section. The business transfer in this Section includes not only a business transfer under the Companies Act but also any other forms of a transfer of business such as a company split.

### **Article 15: Prohibitions**

The Users shall be prohibited from engaging in acts set forth below when using the EC Store:

- Acts that infringing or are likely to infringe the copyrights, portrait rights, trade secrets, property, privacy, and other rights of Renesas or its affiliate companies, or any third parties;
- Acts of fraud, threat or intimidation against Renesas or its affiliate companies, or any third parties;
- Acts (i) that slander or defame Renesas or its Affiliate companies, or third parties, or (ii) that damage their credit, or (iii) acts that are likely to do so;
- Criminal acts or acts that lead or are likely to lead to criminal acts
- Acts that provide false information
- Acts of use or distribution of computer viruses or other harmful computer programs, or any other information contrary to public order and morals via the EC store or in connection with the EC store or the Utilization Contract;
- Acts that place excessive load on networks, systems, or any other equipment related to the EC Store;
- Acts of unauthorized access or attempts for such unauthorized access to Renesas' networks, systems, or any other equipment related to the EC Store or other services;
- Acts in violation of public order and morals;
- Acts (i) that disturb the use or operation of the EC store, or (ii) that are likely to do so;
- Acts (i) that inconvenience, infringe or cause damage to Renesas or its affiliate companies, or any third parties, or (iii) that are likely to do so;
- Acts that violate or are likely to violate laws or regulations;

- Acts that contribute to the benefit of any criminal entities or antisocial forces;  
or
- Other acts that Renesas deems inappropriate

#### **Article 16: Disclaimer**

RENESAS SHALL NOT MAKE ANY WARRANTIES OF ANY KINDS OF, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFRINGEMENT COMPLIANCE WITH LAWS AND REGULATIONS OR RULES OF INDUSTRIAL ASSOCIATION APPLICABLE TO THE USERS WITH RESPECT TO THE CONTENTS OF THE EC STORE, THE PRODUCTS ETC. PURCHASED VIA THE EC STORE OR ANY OTHER INFORMATION RECEIVED BY THE USERS.

Renesas shall not be responsible or liable for backing up data or any other information provided by the Users. Renesas shall not be liable for any damage or loss incurred by the Users arising from or in connection with (i) stop, restriction, termination or changes regarding services of the EC Store or the Utilization Contract, (ii) deletion or loss of any information provided by the Users, (iii) failure or damage to equipment of the Users related to use of the EC Store or the Products etc., or (iv) any other activities related to use of the EC Store or the Products etc.

To the extent that claims for damages are concerned under these Terms of Use or the Utilization Agreement, Renesas' liability shall be limited to actual and direct damages to the Users, and in no event shall Renesas be liable for any lost profits, lost data or any form of incidental, consequential, special or indirect damages. In any cases, including e.g. tort, Renesas' liability is limited to the amount the Users actually paid to Renesas pursuant to the respective Utilization Contract with Renesas.

Renesas shall not be responsible or liable for leakage or any other incorrect disclosure of the Users' Personal Information through delivery of an order confirmation or other necessary communication from Renesas in cases where the Users have provided Renesas for use of the EC store with an incorrect mailing address, email address or any other contact information.

#### **Article 17: Contact and Notice**

Contact or notice from the Users to Renesas including inquiries regarding the Utilization Contract, or contact or notification from Renesas to the Users, shall be made in the manner prescribed by Renesas.

#### **Article 18: Jurisdiction**

Any and all disputes arising out of or related to these Terms of Use or the Utilization shall be brought exclusively in the court of Tokyo District Court.

#### **Article 19: Governing Law**

These Terms of Use and the Utilization Contract shall be construed and interpreted by the laws of Japan without regard to its conflict of laws principles.

#### **Article 20: Severability**

If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reasons, such decision shall not affect the validity or enforceability of any or all of the remaining portions hereof.

#### **Article 21: Modification**

Renesas may revise these Terms of Use at any time in the manner prescribed by Renesas in case where such revision (i) conforms the interest of the Users generally and (ii) is reasonable and is not contrary to the purpose of these Terms of Use. In this case, these new revised Terms of Use shall apply to the Users by notifying the Users of the such revision in the manner prescribed by Renesas.

Renesas may establish special provisions on other web pages of the EC Store website. In this case, such special provisions shall constitute a part of these terms of Use and such special provisions shall take precedence in the event that there are any conflicts between the terms and conditions of such special provisions and the terms and conditions of these Terms of Use.

Supplementary Provisions: This agreement shall take effect as of February 8, 2018.

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