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This Agreement constitutes a part of the "d POINT Club Special Terms and Conditions" made and established by DOCOMO, and <u>shall</u> be deemed as "Standard Terms and Conditions" defined Article 548-2 of Civil Code. Matters not provided for in this Agreement, including the definitions of words used in this Agreement, shall be governed by the provisions of other relevant documents including but not limited to "d POINT Club Membership Rules", "d POINT Club Special Terms and Conditions" stipulated by DOCOMO, and the privacy policies of DOCOMO and those of Lawson Inc.

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## **Article2** (Point Details and Treatment)

- 1. (Abbreviation)
- 2. (Abbreviation)
- 3. Lawson Inc. shall not be liable for any damages (monetary damages or losses, or any other detriment):
- (1) in the event of a natural disaster or other force majeure;
- (2) in the event Lawson Inc. cannot access external networks due to circumstances attributable to any of Lawson Inc.'s subcontractors including communications or electric utility service providers, or due to the malfunctioning of software or hardware belonging to Lawson Inc. or one of its subcontractors; or
- (3) in the event Lawson Inc. has to suspend its operations due to other unavoidable circumstances.

Provided, however, that this shall not apply to any damages related to or arising from gross negligence or willful misconduct of Lawson Inc.

## **Article 3 (Changes to this Agreement)**

Lawson Inc. reserves the right to modify, revise, eliminate or update any of the terms of this Agreement through a notice or other method deemed appropriate in accordance with Article 548-4 of Civil Code.

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