Online shop terms and conditions

KAORUKO florist Ginza (the "COMPANY") provides services to customers ("CUSTOMER") using our online shop (WEBSITE) in accordance with the following online shop terms and conditions. ("TERMS&CONDITIONS").

#### 1. PURCHASES

- (1) The CUSTOMER is able to make purchases using the COMPANY's predetermined method.
- (2) Specifically,
  - ① Firstly, the CUSTOMER sends a purchase requests for products by clicking on the button of consent to make an order on the order confirmation screen.
  - ② Secondly, the COMPANY will check the CUSTOMER's order and send a confirmation email to the CUSTOMER.
- (3) When the COMPANY sends the order confirmation email to the CUSTOMER, the purchase contract is established between the COMPANY and the CUSTOMER and all costs are incurred by the CUSTOMER.
- (4) The COMPANY's service to deliver products are limited to Japan.
- (5) By delivering the purchased product to the address designated by the CUSTOMER, the COMPANY has fulfilled the delivery obligation of the product and shall be exempted from any debt obligation. The COMPANY is not responsible for any problems caused by an unknown delivery address etc.
- (6) In case of any (suspected) malpractice or improper conduct by the. CUSTOMER (?), the COMPANY is able to cancel the sales contract and other appropriate actions may be taken.

#### 2. DELIVERY

- (1) Delivery
  - For purchases made on the WEBSITE, the COMPANY can only deliver within Japan.
- (2) Delivery Time
  - The product will be delivered on the specified date and time as stipulated by the CUSTOMER in the order entry, except for the following circumstances.
  - ① When products are not able to be delivered due to the receiver's inconvenience.
  - ② When there are specific delivery service situations. For example, Chugen (mid-year gift) Seibo (end-of-year gift) etc., and when there are circumstances including but not limited to natural disasters, traffic incidents, and weather events.
  - ③ When the delivery takes extra time because of the circumstances of delivery agent delivering to places including but not limited to remote islands.
- (3) Delivery delay / Unable to deliver
  - The COMPANY will not be responsible for any delay, suspension or failure and any compensation arising from any circumstances outside our reasonable control. This includes but are not limited to, natural disasters, enactment, revision and abolition of laws and regulations, traffic accidents, disposition based on the exercise of public power, transportation accidents, labor disputes, and other unavoidable circumstances.

## 3. PAYMENT METHOD

- (1) When purchasing a product from the COMPANY, the CUSTOMER is required to pay the cost of the product, including the GST, as well as postage and other fees determined by the COMPANY.
- (2) Payment methods are limited to bank transfer, credit card payment in the name of the customer, and Paypal payment. In addition, when using bank transfer, the CUSTOMER will be responsible for paying the transfer fees.
- (3) When purchasing using a credit card and a dispute occurs between the CUSTOMER and a third party, those parties are responsible for their own settlement. The COMPANY will not take any responsibility.

## 4. ORDER CHANGE AND CANCELLATION

- (1) No changes or cancellations are accepted after purchasing a product to arrive at a specific time and date.
- (2) For other products, the COMPANY accepts changes and cancellations 3 days prior to the delivery date via the contact us(Hyperlink) form. However, the COMPANY only accepts changes and cancellations 4 days prior for areas including Hokkaido, Kyushu, and Okinawa. After these dates, we cannot accept any changes or cancellations and the COMPANY will charge the full price of the product.

#### 5. RETURNS

- (1) The COMPANY only accepts returns of the products in the following circumstances:
  - Faulty products;
  - 2) The product delivered is not what was ordered;
  - 3 The product was damaged during delivery.
- (2) When requesting returns, please inform us using our predetermined method within 2 days after arrival for any fresh flower arrangements and within 7 days for other flower products.
- (3) When the CUSTOMER informs the COMPANY of returns within the above specified time period, the COMPANY will exchange the returned product with a substitute product. In addition, the COMPANY will be responsible for the postages both for the return and resend.

#### 6.PRIVACY POLICY

(1) Purpose and Usage

The COMPANY will use a CUSTOMER's personal data for the following purposes;

- ① In order to provide our products and other services and in order to conduct any after sales support;
- ② In order to provide answers to any enquiries submitted by the CUSTOMER.
- (2) The COMPANY will not disclose CUSTOMER's personal data in any circumstances expect for the following:
- ① When required by the law;
- ② When necessary to protect human life, well-being and assets and when difficult to obtain consent by the CUSTOMER
- When necessary to cooperate with the government or local authorities or in a legal matter when obtaining the CUSTOMER's consent may interfer with the legal matter.

#### (3)Disclosure Request

The CUSTOMER has the right to request the COMPANY to disclose, amend and/or delete any personal information provided (this process is called a DISCLOSURE REQUEST). A DISCLOSURE REQUEST can be made by the CUSTOMER. A DISCLOSURE REQUEST can also be made by a representative. Please contact the Privacy Policy Support Desk for further information.

【個人情報相談窓口】株式会社KAORUKO 東京都中央区銀座 5-8-3 四谷学院ビル4階 電話 03-6274-6021 E-mail karoruko@internationalorders.com 担当:Anna Yoshida

Privacy Policy Support Desk KAORUKO.LTD address phone email

## 7. COPY RIGHT

All information on the WEBSITE, including but not limited to graphics, text, images, trademarks, designs, logos, button icons, data compilations and software (collectively the "CONTENT") is the property of the COMPANY and owned by the COMPANY – including the intellectual property rights contained within all the WEBSITE's CONTENT. You may not modify, use, duplicate, distribute or

change the abovementioned property on the WEBSITE (and any products purchased via the WEBSITE), or any of its CONTENT, for further commercial purposes, including, but not limited to, any commercial activity, sales or offering for sale, advertising or revenue generating activity on your own website, auction sites, group buying sites, social media sites or otherwise.

# 8. NOTE

We reserve the right to make changes or modifications to 1-7 of TERMS & CONDITIONS at any time and for any reason, at our own discretion.