This Agreement regulates the terms of use of the information platform of Japanese auto auctions "Banzai24", located at <https://banzai24.com> (hereinafter referred to as the Service), and is concluded between any person (hereinafter referred to as the User) using the Service, which is intended to provide information about vehicles placed at auctions in Japan (hereinafter referred to as the Vehicle), and also defines the terms of use of the site.

This Agreement is a public offer in accordance with Article 435 of the Civil Code of the Russian Federation. The User's actions to send a request for information about the Vehicle using a special form on the Service are considered acceptance of the offer in accordance with Article 438 of the Civil Code of the Russian Federation and mean the unconditional acceptance by the User of all the terms of this Agreement without any exceptions or restrictions on the terms of accession (acceptance of the offer).

1. TERMS AND DEFINITIONS

1.1. Service – website <https://banzai24.com>, designed to obtain information about vehicles listed at auctions in Japan.

1.2. Vehicle identification information – chassis number, VIN, lot number and bid date, make, model and other vehicle characteristics available in filters.

1.3. User – any person who has visited the Service http://banzai24.com

1.4. Non-personalized electronic means of payment is an electronic means of payment provided to an individual without identification of this individual in accordance with Federal Law No. 115-FZ of August 7, 2001 “On Combating the Legalization (Laundering) of Criminally Obtained Incomes and the Financing of Terrorism”.

1.5. Service Materials – all text, graphic and video materials posted on the Service, as well as the design and layout of the said materials.

1.6. Service – providing the User with any information about the Vehicles posted on the source.

1.7. Administrator – an employee who supervises the receipt of requested information by the end User and updates the information on the Service.

1.8. Plans – options for accessing information about the Vehicle with specific prices.

1.9. User Account / Personal Account — a special subsection of the Service that allows the User to access certain functionality of the Service, as well as to access the User's Personal Information posted within the Account, and other information. In certain cases, the Customer receives access to a separate Account with additional functionality (Personal Account).

1.10. The User's personal information — any information that the User provides about themselves independently upon registration (creation of an Account / User's Personal Account) or in the process of using the Service, including the User's personal data, as well as information that is automatically transferred to the Administrator in the event of access to additional features and (or) services on the Service, in the process of using the Service using the software installed on the User's device, including the IP address, cookie information, information about the User's browser, geolocation data of the User's devices, data on the User's actions on the Service, as well as other data about the User.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of this Agreement is the provision by the Service Administration of the service to the User of information about the Vehicle in accordance with the identification information specified by the User.

2.2. The User shall be solely responsible to third parties for their actions related to the use of the Service, including if such actions lead to the violation of the rights and legitimate interests of third parties, as well as legal compliance when using the Service.

2.3. The Agreement is a public offer.

2.4. This Agreement establishes the rules and conditions for using the Service, the procedure for using the Service Materials and constitutes an agreement between the User and the Administrator.

2.5. Access to the Service, use of the Service and/or performance of any other actions by the User on the Service means that the User accepts and undertakes to comply with all the terms of this Agreement without reservations and exceptions. If the User does not agree with the terms of the Agreement, they must immediately stop using the Service.

3. PROCEDURE FOR SERVICE PROVISION AND PAYMENT PROCESS

3.1. To obtain information about the Vehicle, the User enters identification information about the vehicle into the form on the main page of the Service and receives a list of the data found:

3.1.1. At the starting plan, the User is provided with access to a limited amount of information about the vehicles available on the Service, about the requested Vehicle.

3.1.2. At the commercial plan, the User is provided with access to the full volume of information about cars available on the Service, about the requested Car.

3.2. The service for providing access and subsequent receipt of the Vehicle Report on the Service is a paid service and is regulated by the Plans.

3.3. The cost of the Service is determined by the current Plans, which can be found on the website.

3.4. Payment is accepted through the Service partners: CloudPayments LLC Cloudpayments and the faster payment system of JSC NSPK

3.5. Upon completion of payment, the User receives access to full information about the vehicles located in the service database for 30 calendar days.

3.6. Activation of the Plan by the User means his acceptance and unconditional agreement with the terms of the Offer, as well as with the terms of use of the Service.

3.7. 3.8. Funds debited from the User’s bank card to pay for the Plan are non-refundable.

4. CONFIDENTIALITY AND PERSONAL DATA

4.1. The Service does not contain or accumulate information containing Personal Data of Users or other persons.

4.2. All information within the framework of the provision of the services by the Service is publicly available or is provided by partners and users of the Service on a voluntary basis.

4.3. When paying for the Service using a bank card, its details, as well as the last name, first name and patronymic of the bank card holder are entered by the User in the online form provided to the Service by payment system partners: CloudPayments LLC and NSPK JSC. In that case, the data is processed in accordance with the regulations established by the payment systems and are not stored by the Service."

5. COPYRIGHT

5.1. Exclusive rights to the Service Materials belong to the Administration or their copyright holders.

5.2. Copying of Service Materials without written permission from the Administration or copyright holders entails liability in accordance with the legislation of the Russian Federation.

5.3. It is prohibited for the User or third parties to receive or for the User to transfer to third parties information about the Vehicle obtained through the Service using automatic software and hardware (parsing), including for the purpose of providing such information on any other websites aside from the Service, as well as in any other software, including mobile applications, except in cases of using the official widget of the Service.

5.4. The use of elements of the Service content by the User, as well as any content for personal non-commercial use, is permitted provided that all copyright protection signs, related rights, trademarks, other authorship notices are preserved, the name (or pseudonym) of the author/title of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged. Exceptions are cases expressly specified by the legislation of the Russian Federation or this Agreement.

6. WARRANTIES AND LIMITATION OF LIABILITY

6.1. The Administration does not guarantee the absence of technical interruptions in the operation of the Service. Interruptions in the provision of services are caused by the actions or inaction of third parties and/or the malfunction of information channels located outside the Administration's own resources, as well as necessary preventive repairs and maintenance of the Administration's equipment, including in emergency situations.

6.2. The Administration shall not be liable to the User for delays, interruptions in the operation of the Service and the impossibility of full use of the Administration's own resources, occurring directly or indirectly due to the actions or inactions of third parties and/or the malfunction of information channels located outside the Administration's own resources.

6.3. The Administration shall not be liable for lost profits and lost chances, as well as for any indirect losses incurred by the User during the period of use or non-use of the Service.

6.4. The Administration shall not be liable for the quality, correctness and presence of malicious components in the software used by the User, unless such software was developed by the Administration.

6.5. The Service Administration is not authorized to compile and store a comprehensive information base about the Vehicles presented on the resource and their operating history, and is not responsible for the accuracy, comprehensiveness, and relevance of the information obtained.

6.6. The information and materials posted on this site, including text documents, graphic images, etc., are provided in the form in which they are available to the Service Administration. The Service does not guarantee the accuracy, adequacy or completeness of the reproduction of information and materials and unconditionally disclaims liability for errors and omissions contained in such information and materials. No warranties, direct or indirect, including those stipulated by law, including, without limitation, warranties of non-infringement of third party rights, property rights, merchantability, fitness for a particular purpose and the absence of a computer virus, are provided in connection with the specified information and materials. At the same time, the Service Administration makes every effort to improve the accuracy and correctness of the results obtained.

6.7. The Service Administration (Copyright Holder) is not responsible for compliance with copyrights for photos and videos sent by users to the email address info@banzai.com . By sending photos and videos to the specified email address or uploading them using a special form on the Service, the User declares and guarantees that they:

a) the author of any photograph or video fragment uploaded to the Service (or sent by email) must either be the creator of the content or guarantee that they have a valid authorization from the author or rights holder to post the materials under all conditions applicable to a registered User-author on the Service;

b) prior to the placement on the Service of any intellectual property object protected by copyright or other rights, received from its author or copyright holder all necessary and irrevocable permissions for the publication and distribution of this object, under the conditions that apply on the website;

c) prior to posting a photograph on the Service in which a person’s face is not retouched, received from that person or his authorized representative the irrevocable permissions required by law to publish and distribute his image, under the conditions that apply to the Service;

d) they, as the author, has made all necessary edits to the photograph in accordance with the requirements of the Rules, and if the user is not the author, they guarantee that the author of the photograph made the edits themselves and in the user's presence;

e) at the time of posting a photograph or other intellectual property object on the Service, they transferred to the Service the exclusive right to this photograph or other intellectual property object, and authorize the Service to use them without restrictions and free of charge at its own discretion;

f) agrees that any of the intellectual property objects added by him to the Service, the reproduction of this object, may be freely and free of charge used by the Administration and other users at their own discretion;

g) refrain from adding a photograph to the Service, stop using the Service if they do not agree with the mode of publication and placement of photographs on it, which are established by the Rules and the Service Administration, or if such placement at the time of adding or subsequently may violate his rights, the rights of the author, the copyright holder or the rights of the person depicted in the photograph;

h) compensate the Service, as a publisher, for losses associated with the removal of intellectual property objects placed by it on the Service, in the manner determined by the Service;

i) compensate the Service for any losses caused by the illegal or unlawful placing of intellectual property objects on the Service by the user;

j) independently checked each intellectual property object transferred by them to the Service for its authorship, compliance with legislation, ethical and moral standards, understanding that the Administration does not have the technical capability to carry out a complete and continuous check of such objects of all users;

k) provided a request, and the Administration promptly deleted all photographs and information previously listed in his profile, the placing of which on the Service violates copyright or exclusive rights, violates the rights of persons depicted in the photograph, violates or does not comply with other requirements of the law;

l) assumes full responsibility for violation of the law, ethical and moral standards when posting or receiving any materials using the technical means of the Service, does not involve the Administration or the owners of the Service as persons who, in his opinion, automatically provided such technical capability (assistance) in placing such information.

6.8. For failure to fulfill or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with applicable law, unless otherwise provided by the Agreement, for failure to fulfill or improper fulfillment of obligations under this Agreement.

6.9. The Parties shall be released from liability for failure to perform (improper performance) of the Agreement if such failure to perform (improper performance) was a consequence of force majeure circumstances, the occurrence of which the Parties could not foresee and prevent. The Party for which proper performance of the obligation has become impossible due to force majeure circumstances shall immediately notify the other Party thereof. The Parties shall have the right to refer to force majeure circumstances only on condition that they have done everything possible to prevent and/or minimize the negative consequences of the said circumstances.

6.10. In the event that the Copyright Holder is held liable or fined due to violations of third-party rights or legal prohibitions or restrictions caused by the User, as well as prohibitions or restrictions established by law, the User is obliged to fully compensate the Copyright Holder for losses.

6.11. In the event of a violation of the terms and restrictions of this Agreement by the User, they are considered an infringer of copyright. The User is liable for copyright infringement in accordance with the legislation of the Russian Federation.

6.12. The Service Administration does not participate in possible disagreements and disputes (including legal ones) resulting from the use of information obtained through the Service.

7. EXCLUSIVE RIGHTS TO CONTENT

7.1. All objects placed on the Service, including design elements, text, graphic images, illustrations, videos, scripts, programs, music, sounds and other objects and their selections (hereinafter referred to as the Content), are Copyright Holder’s objects, all rights to these objects are protected.

7.2. Except in cases established by this Agreement and the current legislation of the Russian Federation, the Content may not be copied (reproduced), processed, distributed, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the Copyright Holder, except in cases where the Copyright Holder has explicitly expressed its consent to the free use of the Content by any person.

7.3. The use by the User of the Content placed on the resource is permitted provided that all authorship marks or other authorship notices are preserved, the author's name is preserved unchanged, and the work is preserved intact.

7.4. Any use of the Service or Content other than as permitted in this Agreement or in the case of the express consent of the Copyright Holder to such use, without the prior written permission of the Copyright Holder, is strictly prohibited.

8. APPLICABLE LAW AND DISPUTE RESOLUTION PROCESS

8.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Russian Federation.

8.2. All disputes encountered in the use of the Service shall be resolved by the User and the Copyright Holder out of court by sending a claim. The period for consideration of the claim is 35 (thirty-five) business days. If it is impossible to reach an agreement out of court, disputes between the User and the Copyright Holder shall be considered in the court of the city of Moscow.

9. FINAL PROVISIONS

9.1. The Administration reserves the right to change this Agreement at any time without prior notice. The current version of the Agreement is available on the Service and comes into force from the moment of publication.

9.2. If any provision of this Agreement is held by a court or any other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or and unenforceability shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

9.3. This Agreement constitutes an agreement regarding the procedure for using the service and replaces all previous agreements between the User and the Copyright Holder or Administration.

9.4. Inaction on the part of the Copyright Holder in the event of a violation by the User of the provisions of the Agreement does not deprive the Right holder to take appropriate actions to protect its interests later, and does not mean that the User waives its rights in the event of subsequent commission of analogous or similar violations.

9.5. This Agreement is drawn up in Russian and in some cases may be provided to the User for review in another language. In the event of a discrepancy between the Russian-language version of the Agreement and the version of the Agreement in another language, the provisions of the Russian version of this Agreement shall prevail.