

Niku (Beef) Mileage Card Usage Agreement

This agreement is issued by Kuni's Corporation DBA Ikinari Steak (hereinafter "Our Company") and it stipulates the transaction using the Niku Mileage Money (Niku Mileage Money Transaction), which is the electronic money that could be used at the "Ikinari Steak" store (hereinafter "Our Store") in the U.S. operated by Our Company or Our Company's Niku Mileage Money franchisee, as well as the transaction (Niku Mileage Transaction) that allows the recording of the amount of meat (in ounces) that was consumed by an individual at Our Store as mileage. Our Company will handle Niku Mileage Money and Niku Mileage in accordance with this agreement, and the users will consent to this agreement and use Niku Mileage Money and Niku Mileage according to this agreement.

Chapter 1: Definition and Card Issuance

Article 1: Definition

Definition of terms used in this agreement is as follows:

- 1) Niku Mileage Card is a card that records the Niku Mileage Money and Niku Mileage.
- 2) Niku Mileage Money is the electronic information on monetary value that is issued by Our Company in accordance with this agreement, and it could be used by users in accordance with this agreement when paying for products, services and other transactions at Our Store (1 Niku Mileage Money = 1 USD).
- 3) Niku Mileage Money Service refers to the service in which users in accordance with this agreement use the Niku Mileage Money to pay for products, services and other transactions at Our Store.
- 4) Charge refers to adding up the amount of Niku Mileage Money recorded on Niku Mileage Card.
- 5) Niku Mileage refers to Our Company's predefined quantity that is recorded about information on a said user based on the amount of ounces of meat that the user consumed at Our Store.
- 6) Niku Mileage Service refers to the service related to the issuance of coupons, etc. that accompanies Niku Mileage record in accordance with this agreement as well as recorded.
- 7) This service refers to Niku Mileage Money Service and Niku Mileage Service.
- 8) User is the holder of Niku Mileage Card and is the person who uses Niku Mileage Money Service or Niku Mileage Service in accordance with this agreement.
- 9) Niku Mileage Money franchise store refers to a store where a user could use Niku Mileage Money in accordance with this agreement to purchase products, services and other transactions at Our Store.

Article 2: Issuance of Niku Mileage Card

1. For those wishing to use our service, please have a Niku Mileage Card issued (loaned) to you in accordance to Our Company's predefined procedure at Our

Store or through a website designated by Our Company. The available balance on Niku Mileage Money at the time Niku Mileage Money Card is issued is zero.

2. For those wishing to use our service as a gift to a third party, please have a Niku Mileage Card and Niku Mileage Money issued in accordance to Our Company's predefined procedure at Our Store or through a website designated by Our Company.
3. User will pay Our Company an issuance fee predefined by Our Company for a Niku Mileage Card. In terms of the issuance fee, please refer to the website pertaining to Niku Mileage Money Service and other related materials.

Chapter 2: Items related to Niku Mileage Money

Article 3: Niku Mileage Money's Charge (Reload)

1. If a user wishes a Charge on Niku Mileage Money, we ask the user to request a Charge by following Our Company's predefined procedure. In terms of the Charge procedure, please refer to the website pertaining to Niku Mileage Money Service and other related materials. In addition to the Charge's deposit amount, Our Company at times will also grant Our Company's predefined amount (premium) as Niku Mileage Money.
2. One Charge is set as over \$10.00 and \$10.00 per unit. The maximum amount of Niku Mileage Money that one can Charge on a Niku Mileage Card at one time is set at \$500.00.
3. The maximum amount of Niku Mileage Money one can Charge on a Niku Mileage Card is \$500.00.
4. For the balance upon completion of a Charge and after Charge, please check the receipt given at Our Store where the Charge was done or on the website predetermined by Our Company.
5. Unless it is required by law or it is allowed in this agreement, Niku Mileage Money's dollar value cannot be refunded and it cannot be reimbursed in cash. Niku Mileage Money's value is not guaranteed by the Federal Deposit Insurance Corporation (FDIC).

Article 4: When Charge cannot be done on Niku Mileage Money

1. Users will not be able to get Charge done on Niku Mileage Money in the following situations:
 - 1) When Niku Mileage Card is damaged.
 - 2) Outside of Our Store's operation hours or Niku Mileage Money related system's operation hours.
 - 3) When the Niku Mileage Money or the Niku Mileage Card is, or there is any doubt that it is, forged, altered or obtained fraudulently.
 - 4) When there is a failure or other unavoidable issues related to Niku Mileage Money's system.
 - 5) When users violate or there is a risk that they will violate the terms of this agreement.
2. When users incur damage, etc. due to not being able to do a Charge on Niku

Mileage Money based on any of the aforementioned situations, Our Company will not be liable for that.

Article 5: Checking the balance, etc. of Niku Mileage Money

1. The balance on Niku Mileage Money can be checked by either following Our Company's predetermined procedure upon showing a Niku Mileage Card at a Niku Mileage Money franchise store or through Our Company's predetermined website. Also, the balance on Niku Mileage Money is noted on the receipt provided at the time of the transaction using Niku Mileage Money.
2. When a user owns multiple Niku Mileage Cards, balance on each of those cards cannot be integrated onto one card.
3. Niku Mileage Money's usage history can be checked on Our Company's predetermined website.

Article 6: Usage of Niku Mileage Money

1. At Our Store (excluding some stores specified by Our Company), a user can, within the scope of Niku Mileage Money's balance and following Our Company's predetermined procedure, use Niku Mileage Money to pay for a purchase of products and other transactions.
2. For the above situation, a user will show the Niku Mileage Card to Our Store's cashier and the cash register will read the amount used on Niku Mileage Money, at which point the user's payment transaction will complete.
3. The maximum amount that can be used at one time is \$1,000.00.

Article 7: When Niku Mileage Money cannot be used

1. Users will not be able to use Niku Mileage Money under the following situations:
 - 1) When Niku Mileage Money or Niku Mileage Card is forged, altered or illegally created.
 - 2) When Niku Mileage Money or Niku Mileage Card is illegally obtained or when it is obtained knowing that it has been illegally acquired, or it has been acquired under a circumstance that allows the user to find out that it was illegally acquired; Or when Niku Mileage Money is illegally held.
 - 3) When the user is in violation of the terms of this agreement or when there is a risk that the user will violate the terms of this agreement.
 - 4) When Our Company decides that the user is not appropriate in light of the user's usage circumstance, etc. involving Niku Mileage Money.
 - 5) When any of the following occurs: Damage to Niku Mileage Money or Niku Mileage Card, reading terminal at Our Store fails to operate correctly, system failure, power outage, natural disaster, or other unavoidable reasons.
 - 6) When the use of Niku Mileage Money is temporarily stopped due to system maintenance, system management company's non-operating days or hours, and/or other system-related reasons.
2. When users incur damage, etc. due to not being able to use Niku Mileage Money based on any of the aforementioned situations, Our Company will not be liable for that.

Article 8: Prohibited activities

1. In terms of the use of Niku Mileage Money, users are prohibited to do the following activities:

- 1) Use Niku Mileage Money or Niku Mileage Card illegally or fraudulently, or for the purpose of going against public order and morals.
- 2) Use Niku Mileage Money or Niku Mileage Card for profit.
- 3) To engage in counterfeiting, alteration, destruction, breaking, analysis or duplication, or to cooperate in such activities, involving Niku Mileage Money-related system, Niku Mileage Money or Niku Mileage Card.
- 4) Use Niku Mileage Money or Niku Mileage Card when it is forged or altered, or when Niku Mileage Money is illegally produced, or there is a doubt that such is the case.

2. When a user becomes aware of any of the aforementioned activities, the user agrees to immediately notify that to Our Company using a predetermined procedure set by Our Company. In such a case, the user will follow Our Company's instructions and return the Niku Mileage Card to Our Company. When a user returns a Niku Mileage Card to Our Company, we will not return or refund the Niku Mileage Money recorded on that Niku Mileage Card.

Article 9: Dispute at Our Store

1. In case of a problem arising when a user uses Niku Mileage Money at Our Store for purchasing products and/or for other transactions, that problem will be solved between that user and that store.
2. In the aforementioned case, when Our Store agrees to cancel the transaction and only when Our Company acknowledges that it is appropriate, Our Company will charge the equivalent usage fee on the Niku Mileage Money.

Article 10: Expiration date

1. Niku Mileage Money's expiration date is one year from that Niku Mileage Money's last deposit date or last usage date.
2. Niku Mileage Money that has passed the aforementioned expiration date will expire and a user will not be able to use expired Niku Mileage Money to pay for purchases. Also, Niku Mileage Money's issuance cost cannot be refunded even when the expiration date has passed, so please use Niku Mileage Card with expiration date in mind.

Article 11: Prohibition of conversion into cash as a general rule

1. Exclusive of what is set in this agreement, Niku Mileage Money cannot be converted into cash.
2. In case Our Company, in accordance with the law, etc., should refund the balance on Niku Mileage Money or in case Our Company acknowledges that it is unavoidable to make that refund, the user is asked to submit a refund request following Our Company's predetermined procedure. In such a case, Our Company will refund the balance on Niku Mileage Money minus our fee to the user.

However, if Our Company is unable to confirm the unused balance on the Niku Mileage Money, we will not be obligated to make the refund.

Chapter 3 Niku Mileage related items

Article 12: Niku Mileage 's record

1. Recording of Niku Mileage on a Niku Mileage Card can be done at Our Store. However, Niku Mileage cannot be recorded when the usage is for a takeout.
2. Niku Mileage will be recorded as an amount predetermined by Our Company depending on the ounces of meat consumed. Based on Our Company's predetermined method, Our Company may change the amount of Niku Mileage to be recorded depending on the number of ounces.
3. Users will be able to confirm the recorded Niku Mileage per each meal as well as the total amount of Niku Mileage recorded up until that point on the receipt provided at Our Store and on Our Company's predetermined website.
4. When a user reaches a certain amount of Niku Mileage that is predetermined by Our Company, Our Company will upgrade that user's Niku Mileage Card. By the user presenting the upgraded Niku Mileage Card at Our Store at the time of ordering a product, etc., the user can receive products, etc. predetermined by Our Company. Based on Our Company's predetermined method, Our Company may change the amount of Niku Mileage required for the upgrade.
5. Users will not be able to record Niku Mileage in the following situations:
 - 1) When Niku Mileage Card is damaged.
 - 2) When it is outside of Our Store's business hours or when it is outside of Niku Mileage -related system's operating hours.
 - 3) When Niku Mileage Card is, or there is a doubt that it is, forged, altered or obtained fraudulently.
 - 4) When Niku Mileage-related system fails and/or when there are other unavoidable reasons.
 - 5) When users are in violation of the terms of this agreement or there is a risk that they will violate the terms of this agreement.
6. When users incur damage, etc. due to not being able to record Niku Mileage based on any of the aforementioned situations, Our Company will not be liable for that.

Article 13: E-newsletter registration

By submitting an application following Our Company's predetermined method, users will be able to receive our E-newsletters and Our Company's predetermined E-newsletter related services.

Article 14: Issuing of coupons

1. When a user's Niku Mileage card upgrades, Our Company will issue Our Company's predetermined coupon (hereinafter "Rank-up Coupon") to that user.
2. The expiration date on a Rank-up Coupon is two months from its issuance date.
3. To a user who is a member of our E-newsletter, Our Company will issue a coupon (hereinafter "Birthday Coupon") for a day within the user's birth month.

4. The expiration of the Birthday Coupon is the last day of the birth month.
5. The service contents related to the issuance of Rank-up Coupon and Birthday Coupon may change based on Our Company's predetermined method.

Article 15: Usage of coupons

1. Rank-up Coupon can be used to pay for products, etc. at Our Store. When paying at Our Store's cash register, please inform the cashier that you are using a Rank-up Coupon.
2. In the aforementioned situation, a user will present his/her Niku Mileage Card to Our Store's cashier and the monetary amount on the Rank-up Coupon will be read at the cash register terminal, at which point the payment transaction by that user will complete.
3. Birthday Coupon can be used at Our Store in exchange for Our Company's predetermined product, etc. or price discount, etc. When placing an order at Our Store, please present the Birthday Coupon and inform that you wish to use it.
4. The service contents related to the use of Rank-up Coupon and Birthday Coupon may change based on Our Company's predetermined method.

Article 16: Recording period of Niku Mileage

Recording period of all Niku Mileage is one year from the last date Niku Mileage is recorded.

Chapter 3 Other

Article 17: Exclusion of antisocial forces

A user (including those who intend to apply for our service) is to affirm that said user, currently and in the future, is not and will not be a part of any antisocial forces.

Article 18: Breakage, etc. of Niku Mileage Card

1. When Niku Mileage Card cannot be used due to it being broken, lost, or stolen, or electromagnetic effect and other reasons (hereinafter referred to as "Niku Mileage Card's breakage, etc."), and even in the event of damaging or losing Niku Mileage Money or Niku Mileage, Our Company will not be liable for it. Users are asked to be careful as not to break Niku Mileage Card or get it close to a magnetic source.
2. In the aforementioned situation, when it is clear that the breakage, etc. to the Niku Mileage Card was not caused by the user and when it is proven that the Niku Mileage Card's number prior to the breakage, etc. belongs to that user, the user could inform Our Company of his/her Niku Mileage Card number and receive a re-issuance of Niku Mileage Card from Our Company.
3. In the case of number 1 listed above, when it is clear that the breakage or loss of Niku Mileage Money was not caused by the user and, according to Our Company's predetermined method, the unused balance of the Niku Mileage Money on the Niku Mileage Card is proven, the Niku Mileage Card that was re-issued to that user according to Our Company's predetermined method described above will receive a Charge of Niku Mileage Money based on that unused balance amount.
4. In the case of number 1 listed above, when it is clear that the breakage or loss of

Niku Mileage was not caused by the user and, according to Our Company's predetermined method, the recorded amount of the Niku Mileage on the Niku Mileage Card is proven, the Niku Mileage Card that was re-issued to that user according to Our Company's predetermined method and number 2 above will receive that recorded amount on the Niku Mileage record.

5. In the case of number 2 listed above, when Our Company re-issues a Niku Mileage Card, we will collect the previously issued Niku Mileage Card. Also, the user will pay Our Company a re-issuance fee predetermined by Our Company.

Article 19: Prohibition of transfer

A user is not allowed to loan or transfer his/her Niku Mileage Money or Niku Mileage Card to another person as well as use it as collateral for pawn, etc. Even when a third party uses the Niku Mileage Money or Niku Mileage Card, as long as the Niku Mileage Money is used according to Our Company's predetermined method, Our Company will consider that usage to be done by the user.

Article 20: Revocation of qualification to use our service

1. Our Company may, without prior notification or formal demand, revoke a user's qualification to use our service in the event any one of the following items applies to the user:
 - 1) User violates this agreement.
 - 2) In light of the user's usage circumstance, etc. of our service, we determine that the user is not appropriate.
2. In the aforementioned situation, the user will no longer be able to use Niku Mileage Money. In that case, the Niku Mileage Money recorded on the Niku Mileage Card will not be returned or refunded.

Article 21: Termination of our service

1. Our Company may terminate all or part of our service due to natural disasters, changes in social conditions, revision or abolition of laws and regulations, and/or other technical or operational decisions.
2. In the aforementioned situation, when terminating Niku Mileage Money Service, Our Company will abide by laws and regulations, etc. and will inform the public about the termination of Niku Mileage Money Service as well as refund methods for the unused Niku Mileage Money through notices at Our Store, postings on our website, and other predetermined methods of Our Company. Please request for a refund following Our Company's predetermined procedure. However, if the unused balance of Niku Mileage Money cannot be determined, Our Company cannot be liable for a refund.

Article 22: Exclusion of liability

If a user incurs damage, etc. due to not being able to use Niku Mileage Money Service and Niku Mileage Service, as long as there is no willful or gross negligence on Our Company's part, Our Company will not be liable for it. Even if there is willful or gross negligence on Our Company's part, we cannot be liable for compensation of damages

on lost profits.

Article 23: Change in our agreement

When there are any changes to be made to our agreement, Our Company will take public measures to notify, for a specific period of time, details on the change through postings on the website and other predetermined methods of Our Company. The change to our agreement is to take effect upon the passage of the notification period.

Article 24: Agreed jurisdictional court

In the event of a dispute concerning our service, the Court shall designate a court having jurisdiction over the headquarters of Kuni's Corporation DBA Ikinari Steak's headquarters (90 East 10th Street, New York, NY 10003).

Article 25: Contact for inquiries

For inquiries and consultations in regards to Niku Mileage Money Service, Niku Mileage Service or our agreement terms, please refer to our website on our service or contact us as follows:

<Niku Mileage Money issuer>

Kuni's Corporation DBA Ikinari Steak
90 East 10th Street, New York, NY 10003

<Contact for inquiries>

Niku Mileage inquiries: info@ikinaristeakusa.com

*For inquiries and consultations related to purchase, please inquire at the Niku Mileage Money franchise store that you used your card at.

Our agreement will be effective from December 2nd 2017.