

BE FORWARD SURVEY Program Agreement

This BE FORWARD SURVEY (BF SURVEY) Program Agreement is made by and between you as a member of the BF SURVEY program (referred to as "you" or "your" hereinafter) and BE FORWARD CO., LTD. (referred to as "we", "our" or "BE FORWARD" hereinafter). This Agreement sets forth the Terms and Conditions which govern your membership and use of BF SURVEY Program at URLs: <https://www.beforward.jp> and <https://autoparts.beforward.jp>. By registering as a member, you acknowledge and agree that you have read, understood, and agreed to be bound by this agreement, the BF SURVEY's [Privacy Policy](#) and BE FORWARD's [Disclaimer Policy](#). BF Survey Program is currently available in Tanzania and Kenya.

1. Definitions

- 1.1 BF SURVEY - A program to conduct surveys and market research activities with registered participants.
- 1.2 BF SURVEY Account - Personal accounts to be created when registering with BF SURVEY at URL: <https://mypage.beforward.jp/survey/profile>
- 1.3 Panel - Registered members of BF SURVEY Program
- 1.4 BF Points - Points to be rewarded to the Panel.

2. Registration and Account

- 2.1 Eligibility. Any aspiring member must be at least 18 years or older to qualify for the membership.
- 2.2 Registration. To participate in the BF SURVEY Program, you must agree to the terms herein and register to become a member of BF SURVEY Program (registration page available at URL: <https://mypage.beforward.jp/survey/profile>). You shall register and maintain one membership only and cannot register nor manage other members on their behalf. You cannot transfer or sell their membership, rewards, or any BF points to a third party. Any duplicate, illegitimate or fraudulent membership will be invalid and will be subject to termination, and any pending rewards and BF points will be forfeited.
- 2.3 Accurate Information. As a condition of membership, you must provide all information requested by BE FORWARD during your participation in the BF SURVEY Program. If you provide any information to BE FORWARD that is untrue, incomplete, and inaccurate, or if BE FORWARD suspect such information is untrue, incomplete, and inaccurate, BE FORWARD has a right to terminate your membership at any time in its sole discretion. You are solely responsible for maintaining accurate and complete contact information and promptly updating such information.
- 2.4 Account Security. You are responsible for all activity on your BF SURVEY Account and loss, theft, or unauthorized disclosure of your password. You must provide BE FORWARD with prompt written notification of any known or suspected unauthorized use of your account or breach of the security of your account.

3. Earning and Using Rewarded BF Points and Applicable Taxes

- 3.1 You can earn BF Points by completing surveys or participating in the other market research activities requested by BE FORWARD. Points will be awarded within 14 days after closing date of the survey or other market research activities. The number of BF Points you can earn differs with each survey. You will be notified of the reward rate for each survey by email (from: survey@beforward.jp).
- 3.2 At any time, BE FORWARD reserves the right in its sole discretion to add, remove or change the number of BF Points to reward for different types of market research you participate in.
- 3.3 You shall not combine, transfer or share BF Points in your account with any other accounts. You shall not transfer or sell any BF Points, or perform any other action in any manner to violate or attempt to subvert these Reward Terms and Conditions.
- 3.4 You are responsible for ensuring the accuracy of BF Points in your account and are encouraged to check your account regularly. You must contact us at survey@beforward.jp, if you believe that BF Points were not properly accrued to your account within 14 days after the closing date of the survey or other market research activities.
- 3.5 BF Points are not your personal property and have no monetary or cash value. BF Points may be revoked at any time by BE FORWARD as set forth herein. BF Points may not be transferred or assigned, and are not transferable upon death.
- 3.6 BF Points shall be forfeited upon discontinuance and/or termination of membership.
- 3.7 Point Expiration. Unused earned BF Points will automatically expire after one (1) year from the date when BF Points are awarded.
- 3.8 You are responsible for any taxes that may be due in connection with your participation in the BF Survey Program. BE FORWARD does not pay additional compensation to you for taxes.
- 3.9 Your earned BF Points can be redeemed with available items on www.beforward.jp or autoparts.beforward.jp (BF Points for vehicles can be used through "BUY NOW" only.) In the case of www.beforward.jp, you may redeem your BF Points by applying them upon making an order with Buy Now, which is an instant ordering service available when logged into "My Account". In the case of autoparts.beforward.jp, you may redeem your BF Points by adding the item/s that you are interested to buy into a cart then apply the BF Points upon making an order when logged into "My Account". 1 Point is equivalent to 1 USD.
- 3.10 For some of the surveys or activities, the rewards may not be rewarded in BF Points but by another mode of payment such as mobile money. Such information is to be provided by email to the Panel (from: survey@beforward.jp).

4. Restricted Behavior

- 4.1 You shall refrain from conducting any disputable, unlawful, or misleading activities in the use of this program.
- 4.2 You shall refrain from using any automated data mining techniques to download and store the contents available on the site, surveys, and the results of any panel.

4.3 You shall refrain from committing any fraudulent act(s) in connection with the use of the panel or survey.

4.4 You agree not to provide untrue information when participating in surveys.

5. Termination

5.1 If BE FORWARD determines, at its sole discretion that you engage in any unlawful activity, we may terminate this Agreement immediately and thereafter inform you in writing of reasons thereof.

5.2 BE FORWARD may also terminate the membership of the Panel for whatever reason with written notice.

5.3 BF SURVEY Program may be discontinued at any time by BE FORWARD's sole discretion.

6. Intellectual Property

6.1 You acknowledge that any present or future patents, know-how, trademarks, trade-names, service marks, emblems, designs, copyrights, or other materials used on the site and any related surveys, including, but not limited to, text, graphics, photographs, audio, video, logos are the intellectual property of BE FORWARD and/or its clients, partners and/or representatives. You shall refrain from modifying, copying, reproducing, displaying, uploading, or distributing the contents available on the site or any related surveys.

6.2 You shall not obtain or attempt to obtain, in any country, any right, title, or interest in or to any of the Intellectual Property nor shall you challenge or assist in challenging, directly or indirectly through any entity in which it may have an interest, title or interest in or to any of the Intellectual Property.

6.3 You shall endeavor to promptly inform BE FORWARD of any potential or alleged infringement of the Intellectual Property.

7. Confidentiality

7.1 7.1 As used in this Agreement, "Confidential Information" means technical, financial, and other business information, all of which regardless of tangible formlessness, relating to the surveys, including, but not limited to, text, graphics, photographs, audio, video, logos and to any information associated with BE FORWARD and its and/or its clients, partners and/or representatives, in tangible form, in non-tangible form, in electronic form or oral form.

7.2 Confidential Information does not include, however, information which

- a) is or become generally available to the public
- b) is already known to you at the time of disclosure on a non-confidential basis, as shown by written records;
- c) becomes available to you on a non-confidential basis from a third party with a lawful right to make such disclosure; or
- d) is developed by you independently of the disclosure under this Agreement, as shown by a written record.

- 7.3 Except as required by law, regulation, legal process, or similar process, you
- a) shall keep all Confidential Information confidential and shall not, without the prior written consent of BE FORWARD, disclose any Confidential Information to any third party; and
 - b) shall not, without the prior written consent of BE FORWARD, use any Confidential Information for any purpose other than for which it was disclosed.
- 7.4 You shall not disclose to any third party the information of the surveys and other activities requested by BE FORWARD under this program.
- 7.5 BE FORWARD reserves all the rights to disclose the members' information such as profile and survey results to BE FORWARD's client and the client of BE FORWARD's client in regard to and for this Program. Please see the BF SURVEY [Privacy Policy](#) for information on how BE FORWARD handles information and data.

8. Limitation of Liability

- 8.1 BE FORWARD shall not be liable for any loss caused by any attempt by malicious hackers to deliberately damage BE FORWARD website, undermine the legitimate operation of the program, or steal any personal information. Such attempts shall be a violation of criminal and civil laws and BE FORWARD reserves the right to seek damages from any such individual/s to the fullest extent permitted by law.
- 8.2 BE FORWARD reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the program, should a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the program.

9. Force Majeure

In no event shall either Party be liable to the other Party for any failure or delay in the performance of this Agreement arising directly or indirectly from acts of God, flood, tidal wave, lightning, typhoon, storm, earthquake, plague* or other epidemics, war, the threat of war, warlike conditions, insurrection, the act of terrorism, revolution, fire, explosion, wreck, blockage, civil commotion, strikes, lockouts** or other labor disputes, riots, shortage or control of energy supply or raw materials, unavailability of transport facilities, and other restriction by law, regulations, orders or administrative guidance of governmental authorities, quarantine, embargoes***, mobilization, requisition****, administrative or governmental restriction, or other similar or dissimilar circumstances beyond the reasonable control of such Party, affecting such Party ("Force Majeure"), and such Party's time for performance shall be extended for a period not less than the period of the Force Majeure delay. The foregoing provisions shall not apply for any payment obligations of the Parties hereunder.

10. Governing Law and Dispute Resolution

This agreement is governed by and construed by the laws of Japan. As a condition on registering in this program, members agree that any disputes which cannot be resolved between the parties, and causes of

action arising out of or connected with this program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tokyo, Japan having jurisdiction.

11. General Terms

BE FORWARD reserves all the rights, in its sole discretion, to withdraw, cancel, suspend, extend or terminate this Program in whole or in part or to vary, delete or add any Terms and Conditions of this Agreement herein at any time.