

PRESTIGE INTERNATIONAL USA, INC.
PREMIO KEMPO ASSIST PROGRAM
Terms and Conditions

The following Terms and Conditions, along with the completed Enrollment Form, form the agreement between Prestige International USA, Inc. (“Prestige”) and you (“Client”) regarding the services to be rendered by Prestige. Prestige reserves the right to alter the terms and conditions at any time by giving the Client notice in writing.

1. Services

The services offered by Prestige include translation services in connection with the Client’s submission of claims to Kenko Hoken Kumiai and referrals to health care providers (physicians/dentists) (the “Services”). Our translation services are limited to the translation of documentation relating to the Client’s Kenko Hoken Kumiai claims, such as medical/dental bills, prescription labels, etc. For further information about the Services, please refer to our website at www.premio.com. Prestige may contract with subcontracting agencies and freelance translators to provide services on our behalf. Prestige reserves the right to modify, suspend or discontinue any or all of the Services at its sole discretion, without prior notice. The Client may object to such modification, suspension or discontinuation and may be entitled to receive a refund from Prestige of any overpayment of money paid to Prestige in respect of the Services, calculated by Prestige on a pro-rata basis.

2. Client’s Responsibilities and Use of Information

The Client shall provide Prestige with all information needed in timely fashion. The Client shall be responsible for the comprehensiveness and factual accuracy of the materials provided to Prestige for translation. If the Client requests Prestige to contact any third party to obtain information, the Client shall sign the Authorization Form and any other forms as required by Prestige. Prestige expressly disclaims responsibility for the content of materials submitted to it by the Client, nor does Prestige have any responsibility for the implications of any of its translations. Prestige shall not be held responsible for imperfections in the translation, which are due to illegible, incorrect or incomplete text materials or for incorrect or false information provided by the Client. The Client is solely responsible for submission of claims to Kenko Hoken Kumiai. The Services are limited to providing translation services and referrals and Prestige makes no representations regarding the merits of the Client’s claims or the capabilities of the health care providers.

3. Charges and Payment

The annual membership fee is \$20 per family. As part of the membership, the Client can obtain referrals to physicians and dentists by contacting 1-800-418-0700 or healthcare@prestigein.com. Please review the website for further information. For translation services, the charges are \$15 for the initial translation per claim (for a single medical/dental bill) and \$5 for each additional translation of a single medical/dental bill within the same translation sheet thereafter. Memberships will be automatically renewed each year. However, the Client may cancel the renewal membership by faxing a cancellation request to Prestige. Fees for Services may change from time to time at the discretion of Prestige. Invoices for service fees and any applicable taxes shall be issued at the time of service request and payment is due 10 days after invoice date. Payment may be made by charging the Client’s Premio Credit Card or by check in advance. Services will not be rendered before payment by the Client.

4. Confidentiality and Privacy

Prestige is serious about client privacy. Prestige treats any personal information provided to it by clients with the utmost care. Prestige may use personal information to contact the Client in connection with the Services. However, Prestige will honor any requests to opt out of such communication. Prestige protects the security of personal information and honors the Client's choices for its intended use. Prestige protects the Client's information from loss, misuse, unauthorized access or disclosure, alteration or destruction. To the extent that, in connection with the Services, Prestige comes into possession of any proprietary or confidential information of the Client, Prestige will not disclose such information to any third party without the Client's consent. The Client hereby consents to Prestige's disclosing such information (a) to subcontractors, whether located within or outside of the United States, that are providing Services and that have agreed to be bound by confidentiality obligations similar to those in this Paragraph 4, (b) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto. Prestige may disclose personal information where, in good faith, Prestige believes urgent circumstances relating to personal safety require such disclosure.

5. Title and Ownership.

All right, title and interest in and to the materials provided by the Client shall remain the sole and exclusive property of the Client. Notwithstanding the above, the Client acknowledges that Prestige has a right to maintain a copy of the materials and translations thereof for its records and that Prestige is the sole and exclusive owner of all right, title and interest in and to all methodology, software and databases used in providing the Services, including any and all patent rights, copyrights, know-how and trade secrets therein.

6. Representations and Warranties

Prestige represents and warrants that it will perform translation services using reasonable skill and care. Delivery and service deadlines shall be approximate. Prestige shall use its best efforts to deliver the Services within any such deadline. The Client represents and warrants that it owns the materials to be translated, that the materials are of good quality and free of errors or spelling mistakes.

7. Limitation of Liability and Disclaimers

Prestige shall not be liable for damage or loss of materials provided by the Client. Further, Prestige shall not be liable for the services, acts or omissions of any health care provider referred by Prestige. The Client must immediately review translations and shall report in writing any perceived errors or deficiencies. Prestige, in its sole discretion, shall (a) correct such error or deficiency in translation, without charge, or (b) refund fees paid by the Client for such Services. The right to remedial action becomes void if the Client's notice of errors or deficiencies is not received by Prestige within 2 weeks after delivery of the translation.

Prestige makes no representations or warranties of any kind, except as set forth in paragraph 6. **WITHOUT LIMITING THE FOREGOING, THE SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY,**

SECURITY AND FREEDOM FROM COMPUTER VIRUS. PRESTIGE AND ITS AFFILIATED COMPANIES WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES AND/OR LOST PROFITS, IN CONNECTION WITH USE OF THE SERVICES. THE MAXIMUM LIABILITY TO THE CLIENT BY PRESTIGE SHALL IN ALL CASES BE LIMITED TO FEES PAID BY THE CLIENT.

8. Indemnification

The Client shall defend, indemnify and hold harmless Prestige and its affiliates, officers, directors, employees and contractors from any demands, claims, damages, liabilities, expenses or harms, including attorneys fees, arising in connection with the Services or the Client's use of the translated materials.

9. Force Majeure

Prestige shall not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the Client, acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

10. Termination

In the event that the Client breaches this Agreement, Prestige shall have the right to terminate immediately, whereupon the Client shall pay the full fee for Services completed and for all work in progress. In the event that Prestige breaches this Agreement, the Client shall have the right to terminate, whereupon Prestige shall return to the Client all materials provided by the Client.

11. Applicable Law and Forum

The Services, these terms and conditions and any disputes arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles.

12. Miscellaneous

These terms and conditions, together with the Enrollment and Service Request forms, constitute the entire agreement between the parties with respect to its subject matter and supersede any prior agreement or communication. Prestige shall be entitled to assign its rights and obligations under this Agreement in whole or in part. These terms and conditions may only be modified by Prestige, at its sole discretion. If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, then the remaining provisions will remain in full force and effect. The Client's obligations pursuant to these terms and conditions shall survive termination of this Agreement or the Client's membership.