

Rules for Use of SkyLink Mobile

These Rules for Use of SkyLink Mobile (hereinafter referred to as “these Rules”) stipulate the conditions for use of the SkyLink Mobile (hereinafter referred to as the “Service”) to be provided by ELECOM CO., LTD. (hereinafter referred to as the “Company”) as follows.

The contract subscribers are requested to read these Rules carefully and understand them before using the Service. The contract subscribers shall be deemed to understand and agree to these Rules once they start to use the Service.

Chapter I General Rules

Article 1. Definitions

In these Rules, the following terms have the following meanings:

- (1) When a contract subscriber (hereinafter including any users other than such contract subscriber if any) uses the Service, these Rules shall apply.
- (2) The “SIM Cards” mean IC cards lent hereunder to contract subscribers and recording information thereon and consist of three (3) types of SIM Cards: SIM Cards usable for Xi, microSIM Cards usable for Xi and nanoSIM Cards usable for Xi.
- (3) The “Mobile Phone Service Provider” means the mobile phone service provider who has executed a mutual connection agreement and other agreements with the Company for the provision of the wireless data communication. The current Mobile Phone Service Provider is NTT DOCOMO, INC.
- (4) The “Wireless Data Communication” means the wireless data communication provided by the Mobile Phone Service Provider for transmission of codes with the packet exchange method.
- (5) The “Universal Service Charge” means the charge specified by the Company based on the amount calculated pursuant to the Regulations for Calculation

Etc. of Subsidies and Contributions relating to Provision of Basic Telecommunication Services (Ordinance No. 64 of the Ministry of Public Management, Home Affairs, Posts and Telecommunications of 2002) in order to be applied to contributions for securing the provision of the basic telecommunication service as provided for in the Telecommunications Business Act (Law No. 86 of 1984).

- (6) The “Contract Subscriber’s Line” means a telecommunication line used by a contract subscriber under a contract relating to the Service.
- (7) The “Terminal Equipment” means the terminal equipment of the type specified in the Regulations for Certification Etc. of Conformity with Technical Standards of Terminal Equipment (Ordinance No. 15 of the Ministry of Public Management, Home Affairs, Posts and Telecommunications of 2004).
- (8) The “Private Terminal Equipment” means the terminal equipment prepared by a contract subscriber to use the SIM Card (including equipment sold thereto by the Company).
- (9) The “Agreed Service Provider” means the telecommunication service provider who has executed a mutual connection agreement and other agreements with the Company.
- (10) The “Amount equivalent to Consumption Tax” means the amount of the consumption tax imposed pursuant to the provisions in the Consumption Tax Act (Law No. 108 of 1988) and other laws and ordinances thereunder and the amount of the local consumption tax imposed pursuant to the provisions in the Local Tax Act (Law No. 226 of 1950) and other laws and ordinances thereunder.

Article 2. Service

The Service is a telecommunication service for the connection to the Internet by mutual connection with the Wireless Data Communication by using lines provided by the Mobile Phone Service Provider.

Type	Content
SkyLink Mobile	<p>(1) Service with Communication Volume System (Service enabling the use of the communication of a fixed volume of data during a fixed period of time counting from the initial date of use)</p> <p>① Goods for which a user prepares the Terminal Equipment by himself or herself “Prepaid SIM”</p>

Article 3. Rules

3.1 A contract subscriber shall use the Service in accordance with these Rules.

3.2 The Company may revise these Rules. In such case, the conditions for use of the Service shall be as provided for therein after such revision.

Article 4. Application for Subscription to and Start of Use of Service

4.1 A contract for use of the Service shall become effective at the time when the Company registers an applicant for subscription to the Service as a contract subscriber thereto after such applicant agrees to these Rules and makes an application for it in accordance with the procedure separately prescribed by the Company.

4.2 For the goods designated by the Company among the Services with Communication Volume System, if the procedure prescribed by the Company fails to be completed during a fixed period of time specified thereby from the initial date of use, the Company may stop the use of such Service or terminate a contract for use thereof.

Article 5. Term of Use

A contract subscriber may use the Service with Communication Volume System during the term etc. set forth below:

(1) Service with Communication Volume System

Fixed Communication Volume during Maximum Term of Use (hereinafter referred to as the “Available Communication Volume”)

Article 6. Expiration of Term of Use

6.1 The term of use of the Service with Communication Volume System shall expire at the following time:

The time when the Available Communication Volume is completely consumed; provided that, when the maximum term of use expires, the term of use also expires even if some of the Available Communication Volume still remains unconsumed.

Article 7. Contract with Mobile Phone Service Provider

When using the Service, a contract subscriber shall understand that a connection contract shall be executed by and between such contract subscriber and the Mobile Phone Service Provider under the provisions prescribed thereby for the provision of the Wireless Data Communication to such contract subscriber and terminated at the end of use of the Service. In such case, the Company shall transmit an application for such connection contract and a cancellation thereof to the Mobile Phone Service Provider for such contract subscriber. The current provisions laid down by the Mobile Phone Service Provider are the Xi service contract provisions. A contract subscriber is not required to follow any special procedure.

Chapter II

Service

Article 8. Communication Area

8.1 The communication area of the Service is the same as that of the Mobile Phone Service Provider. The Service can be provided as long as the connected Terminal Equipment is located in the communication area; provided, however, that, even if it is located in such communication area, the communication may be impossible in such locations as indoor spaces, underground parking lots, the

neighborhood of buildings, tunnels and valleys where it is difficult to receive radio waves.

- 8.2 In the case mentioned in the preceding sub-article, a contract subscriber may not request the Company to compensate him or her for any damage caused by unavailability of the Service, unless such unavailability is caused by any wilful misconduct or gross negligence of the Company.

Article 9. Limit on Use of Communication

- 9.1 When any unavoidable event occurs in a technical, maintenance or other business aspect of the Company or when the Mobile Phone Service Provider sets any limit on the use of the communication under the contract provisions for the telecommunication service provided thereby or the telecommunication contract executed between the Mobile Phone Service Provider and the Company, the Company may set a temporary limit on the communication.
- 9.2 Based on the address list of websites showing child pornography prepared by the Internet Content Safety Association, the Company may detect requests from members or users for access to such websites and some of the images or pictures shown thereon and set limits on access to such websites in their entirety or set limits totally or partially on access to some of the images or pictures shown thereon.
- 9.3 In the cases mentioned in the preceding two (2) sub-articles, a contract subscriber may not request the Company to compensate him or her for any damage caused by such limits on the communication.

Article 10. Limit on Communication Time Etc.

- 10.1 In addition to the provisions set forth in the preceding article, the Company may set a limit on the communication time or the use of the communication in a specific area when communication lines are extremely busy.
- 10.2 In the case set forth in the preceding sub-article, the Company may take actions to suspend the use of the communication with any devices other than

mobile radio devices (only those specified by the Company or Mobile Phone Service Provider through discussions with the following organizations) used by the organizations designated with notices by the Minister of Public Management, Home Affairs, Posts and Telecommunications pursuant to the provisions in the Enforcement Regulations of the Telecommunications Business Act (including an action to suspend the communication to the Contract Subscribers' Lines etc. in a specific area) in order to give priority to the communication on contents required to prevent disasters or perform rescue operations therein, secure transportations, communications or supply of electricity or maintain order and those requiring urgent actions for public interests when any natural disaster, abnormal incident or other emergency has occurred or is expected to occur.

- 10.3 When the communication time during a fixed period exceeds the time specified by the Company or when the communication volume during a fixed period of time exceeds the volume specified thereby, the Company may set a limit on such communication or cut it.
- 10.4 In order to secure the fair use among contract subscribers and provide the Service smoothly, the Company may set limits on speeds or volumes of communication made with communication procedures occupying the range continuously and extremely such as moving image playback software and file exchange (P2P) applications.
- 10.5 In the cases mentioned in the preceding four (4) sub-articles, a contract subscriber may not request the Company to compensate him or her for any damage caused by limits on the communication time etc.
- 10.6 The Company may collect, analyze and accumulate information on the communication in order to set limits on the communication time etc. as provided for in this article.

Article 11. Metering of Communication Time

The method to meter the communication time taken for the Service shall be as shown below:

- (1) The communication time shall be counted from the time when the Contract Subscribers' Lines etc. of both a transmitting person and a receiving person are made connectable (or the time when the communication is made possible with a designated receiving person if such communication is manually connected and such receiving person is designated) to the time when the communication is made impossible upon receipt of a signal of the end of such communication from such transmitting person or receiving person. Such communication time shall be metered by the equipment of the Company (including that of the Agreed Service Provider).
- (2) Notwithstanding the provision set forth in the preceding item, when a limit is set on the communication temporarily because of any reason attributable to neither a transmitting person nor a receiving person such as a malfunction of the Contract Subscribers' Lines (or when it is notified that a limit on the communication is set temporarily pursuant to Article 9 "Limit on Use of Communication"), the time specified separately by the Agreed Service Provider shall be deemed to be the communication time.

Article 12. Communication Speed Etc.

- 12.1 A contract subscriber shall understand that the communication speed specified by the Company for the Service does not show the upper limit of the actual communication speed and varies and decreases because of various factors such as a connection state, the SIM Card used by a contract subscriber, information and communication equipment and a network environment.
- 12.2 The Company shall not guarantee any communication speed for the Service.
- 12.3 A contract subscriber shall understand in advance that any message, data, information, etc. transmitted or received through the Service may be damaged or lost because of the state of radio waves etc.

Article 13. Assignment of Contract Subscriber Identification Numbers

- 13.1 The Mobile Phone Service Provider shall determine a contract subscriber

identification number for a contract subscriber pursuant to the provisions prescribed thereby and assign such number to a Contract Subscriber's Line.

- 13.2 A contract subscriber may not request any change of his or her contract subscriber identification number.

Chapter III

Terminal Equipment and SIM Card

Article 14. Obligation of Contract Subscriber relating to Use of Terminal Equipment

- 14.1 A contract subscriber shall maintain the Terminal Equipment to make it conform to the technical standards provided for in the Telecommunications Business Act and other laws and ordinances relating to the Radio Act (hereinafter referred to as the "Technical Standards").

- 14.2 A contract subscriber shall comply with the following provisions for the Terminal Equipment:

- (1) A contract subscriber shall not remove, modify, disassemble or destroy the Terminal Equipment or connect any conductor etc. such as a line thereto, unless it is necessary to do so to protect the Terminal Equipment in any natural disaster or other abnormal event.
- (2) A contract subscriber shall not intentionally leave the Terminal Equipment as it is while it is connected to a connecting line or do any other deed obstructing the transmission and exchange of the communication.
- (3) A contract subscriber shall not read out, alter or delete a contract subscriber identification number and other information registered in the Terminal Equipment.

Article 15. SIM Card

- 15.1 The SIM Card is necessary for a contract subscriber to use the Service. The SIM Card will not be transferred but will be lent to a contract subscriber by

the Mobile Phone Service Provider.

- 15.2 A contract subscriber shall control the SIM Card with the good manager's duty of due care.
- 15.3 A contract subscriber shall not cause any third party other than himself or herself to use the SIM Card or lend, transfer, sell or buy it.
- 15.4 A contract subscriber shall bear any damage to the SIM Card caused by insufficient control thereby, an error in use thereby, specifications of any third party, etc., and the Company shall not assume any responsibility for such damage. In addition, all charges etc. accruing because of the use of the SIM Card by any third party shall be borne by a contract subscriber responsible for controlling such SIM Card.
- 15.5 When a contract subscriber finds that the SIM Card is being used by any third party, he or she shall immediately notify the Company of such finding and follow any directions given thereby, if any.
- 15.6 Only when the SIM Card breaks down because of any reason not attributable to a contract subscriber, the Company shall assume the obligation to repair or replace such SIM Card at the expense thereof (hereinafter not replacing it with another type of SIM Card).
- 15.7 A contract subscriber shall not read out, alter or delete a contract subscriber identification number and other information registered in the SIM Card.
- 15.8 A contract subscriber shall not modify or damage the SIM Card, resulting in any hindrance to the business of the Company, the Mobile Phone Service Provider or any third party. In the event that the SIM Card breaks down because of any reason attributable to a contract subscriber, such contract subscriber shall bear all expenses required for repairing or replacing it. In such event, such contract subscriber shall compensate the Company for damage as prescribed on Table of Charges No. 3 "Damage to SIM Card" attached hereto in addition to paying all expenses for repair or replacement.

15.9 A contract subscriber shall pay the Company the usage charge of the SIM Card together with that of the Service.

15.10 If a contract subscriber uses any SIM card other than the SIM Card, he or she may not be provided with the connection service of the Service, and such use may cause malfunctions of the communication equipment of the Company and the Mobile Phone Service Provider at the same time. Such contract subscriber shall assume the obligation to compensate for any damage caused by the use thereby of any SIM card other than the SIM Card and suffered by the Company, the Mobile Phone Service Provider and/or third parties.

15.11 A contract subscriber shall return the SIM Card to the Company by the date specified thereby after the expiration or termination of a contract for the Service. If such contract subscriber fails to return it by such date or causes any damage thereto, he or she shall compensate the Company for damage as prescribed on Table of Charges No. 3 "Damage to SIM Card" attached hereto.

Article 16. Registration Etc. of Contract Subscriber Identification Number

16.1 The Company shall register, change or delete a contract subscriber identification number and other information at the following time (hereinafter referred to as the "Registration Etc. of Contract Subscriber Identification Number"):

- (1) The time when the Company lends the SIM Card;
- (2) The time when a contract subscriber borrowing the SIM Card otherwise makes a request to the Company requiring the Registration Etc. of Contract Subscriber Identification Number;
- (3) The time when a contract subscriber identification number is changed otherwise pursuant to these Rules.

16.2 For contract subscribers to whom the line exchange service is not provided among the contract subscribers, the Company shall request the Mobile Phone Service Provider to make the Registration Etc. of Contract Subscriber Identification Number of such contract subscribers pursuant to the provisions laid down thereby.

Article 17. Private Terminal Equipment

- 17.1 A contract subscriber shall prepare and maintain the equipment required to use the Service at the expense thereof and on the responsibility thereof.
- 17.2 When the equipment required to use the Service fails to conform to the Technical Standards, a contract subscriber may not use it with such Private Terminal Equipment.
- 17.3 In the case mentioned in the preceding sub-article, the Company shall assume no responsibility for any damage suffered by such contract subscriber or any third party.

Chapter IV

Stoppage and Temporary Suspension of Provision of Service and Stoppage and Termination of Use of Service

Article 18. Stoppage of Provision of Service

- 18.1 When any event falling under any one of the following events occurs, the Company may stop the provision of the Service:
- (1) The event where the stoppage becomes unavoidable because of any maintenance or work for the telecommunication equipment of the Company;
 - (2) The event where the Company sets a limit on the use of the communication under Article 9 “Limit on Use of Communication” or Article 10 “Limit on Communication Time Etc.”;
 - (3) The event where the Company sets a limit on the use of the communication pursuant to the provisions stipulated by the Mobile Phone Service Provider.
- 18.2 The Company shall not compensate for any damage caused by the stoppage of the use of the Service under this article or refund the whole or part of the charge of the Service despite such stoppage.

Article 19. Temporary Suspension of Use of Service at Request of Contract Subscriber

19.1 When requested by a contract subscriber to do so in accordance with the procedure prescribed by the Company, it shall temporarily stop the use of the Service (hereinafter referring to making the identification number of such contract subscriber temporarily unusable without diverting it to another contract subscriber).

19.2 When a contract subscriber whose use of the Service has been temporarily suspended under the preceding sub-article intends to request the termination of such temporary suspension, he or she shall request it in accordance with the procedure prescribed by the Company.

19.3 The procedure to request the temporary suspension of the use of the Service and that to terminate such temporary suspension shall be completed after a lapse of a certain period of time from the date of the acceptance of such request. All charges required until the completion of the procedure for the temporary suspension of the use of the Service after the acceptance of the request for such temporary suspension shall be borne by a contract subscriber requesting it, whether he or she uses the Service or not.

19.4 Even when the Service is suspended temporarily, the usage charges thereof shall accrue during such temporary suspension.

Article 20. Stoppage of Use of Service

20.1 In addition to the event provided for as the specifications of the Service, when any event falling under any one of the following events occurs on the part of a contract subscriber, the Company may stop the provision of the Service thereto for the period specified thereby:

- (1) The event where a contract subscriber uses the SIM Card with the Private Terminal Equipment not conforming to the Technical Standards in breach of the provision set forth in Article 17 “Private Terminal Equipment”;

- (2) The event where a contract subscriber causes or does any deed probably causing hindrance to the business of the Company or the telecommunication equipment relating to the Service;
- (3) The event where a contract subscriber uses the Service in the mode causing serious hindrances to other contract subscribers;
- (4) The event where a contract subscriber uses the Service in any illegal mode;
- (5) In addition to each of the preceding items, the event where a contract subscriber does any deed in breach of these Rules.

20.2 Even when the provision of the Service is stopped under this article, the usage charges thereof shall accrue during such stoppage.

20.3 The Company shall not compensate for any damage caused by the stoppage of the provision of the Service under this article or refund the whole or part of the charge of the Service despite such stoppage.

Article 21. Termination of Contract for Use by Company

21.1 In the event that a contract subscriber on whom the stoppage of the Service has been imposed pursuant to the provision set forth in Sub-Article 20.1 above still fails to remove the cause of such stoppage, the Company may terminate a contract for use with such contract subscriber.

21.2 When any event falling under any one of the items set forth in Sub-Article 20.1 above occurs on the part of a contract subscriber and is considered to cause any significant hindrance to the performance of the business of the Company, the Company may terminate a contract for use with such contract subscriber without taking the step to stop the use of the Service despite the provision set forth in the preceding sub-article.

Article 22. Cancellation of Contract for Use

22.1 A contract subscriber may cancel a contract for use of the Service in accordance with the procedure prescribed by the Company separately.

22.2 The time of the end of the provision of the Service under the cancellation

procedure set forth in the preceding sub-article shall be defined as the time when such cancellation procedure is completed; provided that the Company shall not calculate charges on a daily basis.

- 22.3 When the SIM Card fails to be received by a contract subscriber after repair or replacement, the Service to such contract subscriber shall be cancelled on the day separately designated by the Company.

Chapter V

Charges

Article 23. Charges

- 23.1 The charges of the Service provided by the Company shall be as shown on the table of charges prepared thereby separately, and contract subscribers shall have the obligation to pay such charges.
- 23.2 When a contract subscriber loses or damages the SIM Card lent thereto by the Company or when a contract subscriber fails to return it to the Company because of any other reason, the amount of the damage to such SIM Card shall be as shown on the table of charges separately prepared by the Company, and such contract subscriber shall assume the obligation to pay the Company such amount of the damage to such SIM Card.
- 23.3 For the Service with Communication Volume System, a contract subscriber shall pay the charges in one lump sum in advance for the use of the Available Communication Volume during the maximum term of use. The Company shall not refund any charge for the Service with Communication Volume System even if such Service is not used because of any reason on the part of a contract subscriber, whether it becomes unused before the start of the use or thereafter.

Article 24. Calculation of Charges Etc.

The calculation method of the charges and the payment terms thereof shall be as prescribed by the Company separately.

Chapter VI

Compensation for Damage

Article 25. Damage caused by Unavailability of Service

25.1 If the Company fails to provide the Service because of any reason attributable thereto while it has to do so, it shall compensate a contract subscriber for any damage suffered thereby because of such failure only when the state of the complete unavailability of the Service continues for twenty-four (24) hours or longer counting from the time when the Company becomes aware of such state (in this article hereinafter including the case where the state of the Service becomes similar to that of the complete unavailability thereof because of occurrence of an extreme hindrance to the entire communication relating to the telecommunication equipment relating to a contract in question).

25.2 In the case mentioned in the preceding sub-article, the Company shall compensate for direct and normal damage, but the amount of such compensation shall not exceed that of the sales price paid by a contract subscriber suffering such damage.

Article 26. Immunity from Responsibility

26.1 When the telecommunication equipment is repaired or recovered, some contents of abbreviated dialing numbers, messages, data, information, etc. memorized in such telecommunication equipment may be altered or lost. Even if such incident causes any damage to a contract subscriber, the Company shall not assume any obligation to compensate for such damage unless such damage is caused by any wilful misconduct or gross negligence of the Company.

26.2 Even when any modification or replacement of the Private Terminal Equipment (hereinafter referred to as the "Modification Etc.") becomes necessary because of any amendment to these Rules etc., the Company shall not bear any expense required for such Modification Etc.

Article 27. Upper Limit of Amount of Compensation for Damage

In every case where the Company assumes the obligation to compensate a contract subscriber for damage, the compensation for such damage shall be limited to the extent of normal damage actually suffered by such contract subscriber, and the total amount of such compensation shall not exceed the total amount of charges received by the Company from such contract subscriber until the time of occurrence of such damage, unless such damage is caused by any wilful misconduct or gross negligence of the Company.

Chapter VII Maintenance

Article 28. Obligation of Company for Maintenance

The Company shall maintain the telecommunication equipment thereof to make it conform to the Regulations for Telecommunication Equipment for Business (Ordinance No. 30 of the Ministry of Posts and Telecommunications of 1985).

Article 29. Obligation of Contract Subscriber for Maintenance

29.1 A contract subscriber shall maintain the Private Terminal Equipment thereof to make it conform to the Technical Standards and technical conditions specified by the Company.

29.2 In addition to the obligation set forth in the preceding sub-article, a contract subscriber shall maintain the Private Terminal Equipment thereof (only a mobile radio device) to make it conform to the Radio Equipment Regulations.

Article 30. Limitations on Guarantee

30.1 The Company cannot guarantee the quality of the communication in connection with the use thereof.

30.2 Because of the technology level of the Internet and computers, that of infrastructures such as communication lines and the high-grade complexity of networks themselves, the Company cannot guarantee with the current

general levels that the Service is free from any defect.

Article 31. Support

31.1 The Company shall give a contract subscriber the technical support for the use of the Service as specified by the Company.

31.2 Except the support set forth in the preceding sub-article, the Company shall not assume any obligation to provide a contract subscriber with any technical service, whether it is for maintenance, debugging, updating, upgrading or the like.

Article 32. Principle of Assumption of Responsibility by Contract Subscriber

32.1 A contract subscriber shall assume the responsibility for his or her deeds done with the Service and any result of such deeds.

32.2 When a contract subscriber inflicts any damage on any third party in using the Service, such contract subscriber shall settle such case on the responsibility thereof and at the expense thereof and prevent any damage to the Company.

Article 33. Prohibited Deeds

33.1 In using the Service, a contract subscriber shall not do any of the following deeds:

- (1) Deeds infringing any rights such as intellectual property rights of others (hereinafter including the Company);
- (2) Deeds infringing any properties, privacy or rights to portraits of others;
- (3) Deeds abusing or slandering others or injuring honor or credit thereof;
- (4) Deeds committing, inducing or agitating any crimes such as frauds and hindrances to businesses;
- (5) Deeds transmitting or showing pictures, documents or the like of obscenity, child pornography or child abuse;
- (6) Deeds commencing a pyramid investment scheme or inviting others to

participate therein;

- (7) Deeds eeds altering or deleting any information of others usable with the Service such as websites;
- (8) Deeds eeds using the Service by pretending to be others (including those unduly using information on IDs of other contract subscribers and those tampering with headers of mail to impersonate others.);
- (9) Deeds eeds jointly possessing information on his or her own ID with others or making such information able to be possessed jointly therewith;
- (10) Deeds eeds transmitting harmful computer programs such as computer viruses or leaving them receivable by others;
- (11) Deeds eeds writing any advertisements or other matters on bulletin boards etc. (including internet news, mailing lists, chat rooms, etc.) administered by others with contents or manners against intentions of such administrators;
- (12) Deeds eeds sending mail for advertisements or entries without consent of receivers;
- (13) Deeds eeds sending mail making or probably making receivers feel disgust without consent thereof (harassing or spam mail);
- (14) Deeds eeds accessing any facilities, equipment or devices of others without any authority;
- (15) Deeds eeds using these goods in the manner applying extreme loads on servers etc. administered by others or hindering operations thereof;
- (16) Deeds eeds showing links in the manner assisting any deeds shown in any of the preceding items while knowing that such deeds fall thereunder;
- (17) Any other deeds violating any law or ordinance or the public order and standards of decency or extremely infringing any rights of others;
- (18) Deeds eeds judged by the Company to probably fall under any of the preceding items;
- (19) Any other deeds judged by the Company undue.

33.2 The provision set forth in the preceding sub-article shall not impose any obligation on the Company to monitor or delete information in order to prevent users from doing the above-mentioned prohibited deeds. Even if any contract subscriber or third party suffers any damage because the Company fails to monitor or delete information on any of the above-mentioned prohibited deeds done by any person, the Company shall assume no responsibility.

Article 34. Other Internet Services

34.1 When a contract subscriber accesses any services on the Internet such as websites administered and operated by any providers other than the Company (hereinafter referred to as the “Other Internet Services”) by using the Service, such contract subscriber shall not do any deed falling under any of those shown in the Items of Sub-Article 33.1 “Prohibited Deeds”. When any matters requiring attention are shown by administrators of the Other Internet Services in connection with the use thereof, such contract subscriber shall strictly observe them.

34.2 The Company shall assume no responsibility for the Other Internet Services.

34.3 A contract subscriber shall understand that Article 32 “Principle of Assumption of Responsibility by Contract Subscriber” shall apply when he or she uses the Other Internet Services.

34.4 The Company shall not guarantee that a contract subscriber can access any websites all over the world connected to the Internet by using the Service.

Chapter VIII Miscellaneous Rules

Article 35. Transmission of Location-Based Information

35.1 A contract subscriber shall understand in advance that, when the telecommunication equipment relating to the Company requests to transmit the location-based information (in this article hereinafter meaning the information on a location of a mobile radio device connected to his or her Contract Subscriber’s Line) of such contract subscriber in the manner prescribed by the Mobile Phone Service Provider separately during the communication between his or her Contract Subscriber’s Line and the connecting point installed by the Mobile Phone Service Provider between it and the Company in relation to the Wireless Data Communication, the Company may transmit such location-based information to such connecting

point as long as such contract subscriber makes an arrangement in advance in relation to the transmission of his or her location-based information to the Company.

35.2 In addition to the provision set forth in the preceding sub-article, a contract subscriber shall understand in advance that, when his or her contract subscriber identification number is notified in an emergency notice, the Mobile Phone Service Provider may transmit his or her location-based information (in this article hereinafter including that measured by a mobile radio device at the request of the Company) to an authority relating to such emergency notice, unless such authority relating thereto is unable to receive such information.

35.3 The Company shall assume no responsibility for any damage resulting from any location-based information transmitted pursuant to the provisions set forth in the preceding two (2) sub-articles regardless of a cause thereof.

Article 36. Collection of Information

The Company may collect and use information required for providing a contract subscriber with technical support etc. in connection with the Service. A contract subscriber shall understand in advance that the Company may be unable to provide sufficient technical support etc. if such contract subscriber fails to provide necessary information.

Article 37. Discontinuation of Service

37.1 The Company may discontinue the whole or part of the Service.

37.2 When the Company discontinues the whole or part of the Service pursuant to the provision set forth in the preceding sub-article, it shall notify contract subscribers of such discontinuation reasonably in advance.

Article 38. Revision Etc. of Technical Specifications Etc. of Service

Even when it becomes necessary for the Company to modify or remove the SIM Cards being used by contract subscribers as a result of the revision of any

technical specifications of the Service or other conditions for the provision thereof or the publication etc. of the telecommunication equipment, the Company shall not bear any expense required for such modification, removal or the like.

Article 39. Severability

Even when any part of these Rules is found to be invalid and unenforceable, the other part thereof shall not be affected by such invalidity and unenforceability and shall remain valid and enforceable in accordance with the conditions thereof.

Article 40. Discussions

Any doubt arising in connection with the Service or these Rules shall be settled through sincere and faithful discussions by and between the Company and a contract subscriber.

Article 41. Governing Laws and Jurisdiction

These Rules shall be governed by and construed in accordance with the laws of Japan. Any dispute arising in connection therewith shall be exclusively brought in the Osaka District Court of Japan as the agreed exclusive competent court of the first instance.

Supplementary Rule: These Rules shall be enforced as from February 19, 2014.
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