

ASAHI Net FLET'S ADSL Course

About the FLET'S ADSL Course

This Course offers broadband Internet connection on a NTT FLET'S ADSL line. ASAHI Net allows our members to connect to NTT's FLET'S ADSL service wherever NTT offer it in Japan. A separate NTT FLET'S ADSL connection is required, billed separately by NTT.

Included in the FLET'S ADSL Course

- Always-on broadband connection to the Internet through a NTT FLET'S ADSL line.
- An e-mail account.
- Homepage space (if you would like to make a personal homepage).
- English support (English support phone line, Web page) and documentation.
- On-line Account Maintenance.

Optional services for Individual members

- IP Phone service.
- Additional mailboxes. First additional mailbox is free.
- Additional homepage space at 189 yen per month per 5MB excess.
- Virus Check service. ASAHI Net email checked for 210 yen/mailbox.
- Virtual Domain Web Hosting.

About ASAHI Net

ASAHI Net is one of Japan's top Internet service providers. Originally called ASAHI Pasokon Net, it went into operation for the first time in 1988 at the *Asahi Shimbun*, one of the "big three" national daily newspapers. Today we offer broadband Internet connection services and many other services to over 450,000 members. We have had customer service in English since 1996.

Broadband speeds

ADSL is a "best-effort" service, therefore factors such as line conditions and Internet congestion may cause the speed to lower: there is no guarantee for the actual speeds that will be achieved through use of this service.

How we make our charges

Payment for individual memberships is by credit card only. We accept a variety of cards including VISA, MasterCard, American Express, Diners, and some Japanese cards. Overseas credit cards are not a problem; however *the name of the cardholder must match that of the applicant.*

ASAHI Net's Introducer Campaign **Campaign!**

The ASAHI Net member introducing you to ASAHI Net is eligible for a 5,000 yen cashback payment should you enter their ASAHI Net User ID on the attached signup form and become an ASAHI Net member after sending your signup form to ASAHI Net. Please visit our Web page for campaign conditions:

<https://asahi-net.jp/en/join/campaign/syokai.html>

How to contact ASAHI Net

| | | |
|--------|---|--|
| Phone | 0570-01-3522 (From a fixed telephone line) | 03-3569-3522 (From a mobile, public phone) |
| E-mail | eap-net@asahi-net.or.jp | Fax 03-3569-3501 |
| Post | Asahi Bldg 8F, Ginza 6-6-7, Chuo-ku, Tokyo 104-0061 Japan | |

More About ASAHI Net's Service

Charges for the FLET'S ADSL Course

The M Plan can be used for any of the following:

- Broadband Internet connection on a NTT FLET'S ADSL line.
- Dial-up connection to our All-Japan Access Point.
- Dial-up connection to our Prime Access Point.

| Plan | Monthly base charge | Connect to FLET'S ADSL | Connect to ASAHI Net's All-Japan or Prime Access Point | | Included Web space |
|------|---------------------|--|--|-----------------|--------------------|
| | | | Base hours | Excess charge | |
| M | 735 yen | Always-on and available at the Monthly base charge | 5 hours | 5.25 yen/minute | Up to 100MB |

General notes

- The M Plan on the FLET'S ADSL Course offers always-on connection to the FLET'S ADSL service.
- Payment for individual memberships is by credit card only. We accept a variety of cards such as VISA, MasterCard, American Express, and most Japanese cards. Overseas credit cards are okay, however *the name of the cardholder must match that of the applicant*.
- Excess Web space usage is charged at 189 yen per month per 5MB excess.

Notes about connecting to the FLET'S ADSL service

- A separate contract with NTT for their FLET'S ADSL service is required before connection to NTT's FLET'S ADSL service is possible. Contact NTT's English customer service for details (NTT East: 0120-364-463, NTT West: 0120-064337).

Why can even the M Plan give always-on FLET'S ADSL connection?

- The 5 **Base hours** connection time only applies to dial-up connections to ASAHI Net's access points. FLET'S ADSL is not a dial-up connection service; it is a broadband always-on service.
- When connecting to one of ASAHI Net's dial-up access points, please take great care to not exceed the amount of Base Hours available on the Plan in use; otherwise excess usage charges will apply, as shown above.

How to apply for ASAHI Net membership

Use the attached form, signup on the Web or call us! After successful processing of your application, we will send your user ID and password by registered mail; it will require a signature on receipt. The whole process usually takes between three and five days.

Web Signup

<https://asahi-net.jp/en/join/areasearch.html>

Paper Signup

Complete the attached application form and send it to ASAHI Net by fax or post.

How an ASAHI Net User ID and Password is issued

ASAHI Net will send out a User ID and password package by registered postal mail (kakitome) to your home address. A post office employee will bring the package to your home. Your signature is required, for security purposes. If the post office employee finds you out, they will leave a note to inform you how to get the package from the post office. You may be able to call the post office and ask for redelivery, or visit the local post office named to pick up the package.

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ASAHI Net Individual Member Service Agreement

1: ASAHI Net Individual Membership Service

1. The ASAHI Net Individual Membership Service (hereafter called "the Service") shall refer to the (dial-up IP and BBS-based) Internet connection services, BBS services, and Personal Home Page service offered by ASAHI Net, Inc. (hereafter called "the Company") to private individuals.
2. The Company reserves the right to make changes or additions at any time to the Service.

2: Individual Membership

1. By consenting to this agreement and using the Company's prescribed methods of sign-up for services desired, the applicant, if approved by the Company, will be recognized as a member (hereafter called "individual member"). Individual members, along with family members and business members (as defined elsewhere), will be hereafter referred to simply as "members."
2. The Company reserves the right to refuse membership in cases in which it judges there to be obstacles to the acceptance of an application.
3. Issuance by the Company of an individual member user ID and password shall constitute acceptance of Item 2.1 above.
4. The individual member may apply for any additional free or charged services offered by the Company upon acceptance of the terms of use, if any, specified by the Company for the service in question.

3: User ID and password management

1. The individual member bears full responsibility for the proper maintenance of the user ID and password.
2. It is not possible to transfer a membership (i.e. user ID and password) to another person.
3. The Company will bear no responsibility for any loss or damage resulting from the incorrect or inappropriate use, or use by a third party, of the user ID and password.
4. Should the user ID or password be forgotten, or the password stolen, the member shall contact the Company without delay.

4: Handling of personal information

1. Personal information provided by Individual members to the Company to enable provision of the Service can be disclosed to third parties in the following circumstances.
 - a. When the individual member gives their consent.
 - b. When a court order forces said disclosure.
 - c. When laws regarding the protection of personal information or other laws force said disclosure.

5: Use of information

1. Information obtained via the Service may be employed only for private use by individuals. Permission for any other use of such information must be obtained in advance from the copyright holder, if any, and the Company.

6: Reproduction of information

1. The Company reserves the right to take (or for its authorized representative to take) message content and other information contributed by individual members through use of the Service from specific local conferences and bulletin boards offered as part of the Service, and to reproduce this content in other media without prior permission of the contributor. That any information contributed may be reused without permission shall be clearly stated in such conferences and bulletin boards by the Company or its authorized representative.

7: Payment of fees

1. Individual members will pay fees as determined by the Company. The method of payment will be chosen from among those offered by the Company.
2. Fees may change at any time, with prior notification.

8: Prohibited behavior

1. The individual member promises to refrain from the following kinds of actions and behaviors in his/her use of the Service:
 - a. Infringing a copyright held by another member,

- b. Defamation or slander of another member, the Company, or a third party.
- c. Anything that will bring disadvantage upon another member, the Company, or a third party.
- d. Publicity-seeking or propaganda-style activities.
- e. Generally anti-social behavior and that which violates commonly accepted moral standards.
- f. Activities which are illegal, or which push the limits of the law.
- g. Obstructing the operation of the Service.
- h. Violating the terms of use of a service or resource on the Internet.
- i. Obstructing the smooth operation of the Internet.
- j. Violating the terms of this agreement or the terms of use of optional services.
- k. Allowing a third party to use a member's Internet connection service, except when authorized by the Company.

9: Profit-motivated activities

1. Profit-motivated activities by members of the ASAHI Net Individual Membership Service is limited to only those members who agree to bear full responsibility for their profit-motivated activities.

10: Deletion of posted content

1. The Company reserves the right to delete content posted by individual members in the following cases:
 - a. The Company judges that the content violates the prohibitions given in Section 8 or Section 9.
 - b. The "lifetime" (fixed length of time after posting) of the content has expired.
 - c. The Company judges that, for some other reason, the posting is inappropriate.
2. In the event that the Company deletes content posted by a member, it is under no obligation to reveal its reason for doing so.

11: Membership termination and reparations

2. The Company reserves the right to terminate an individual membership without prior notification in the following cases. Any fees already paid by the member will not be refunded.
 - a. The member performs some action or engages in behavior which the Company judges to be in violation of Section 8 or Section 9 of this agreement.
 - b. It is discovered that the member falsified information on his/her membership application.
 - c. The member is late in paying fees.
 - d. The member otherwise violates this agreement or the terms of use of an optional service.
3. An individual member who causes the Company to suffer loss or damage as a result of activities which violate this agreement or the terms of use of an optional service shall be held responsible for the payment of reparations to the Company.

12: Notification of changes

1. Individual members are required to notify the Company without delay when a change occurs in the member's name, home address/telephone, or payment method (credit card, etc).

13: Membership cancellation

1. Individual members are required to notify the Company of intent to cancel during the calendar month prior to the final month of membership, using one of the methods of notification specified by the Company. Cancellation becomes effective after the final day of the final month of membership.
2. When a membership is terminated, fees, etc. paid up until that time will not be refunded.

14: Suspension of services

1. Although the Company will endeavor to prevent outages of the Service and of optional services, these may be suspended temporarily due to scheduled or emergency maintenance, power outage, natural disasters and other unavoidable circumstances, or for other reasons.
2. When the Service or optional services are to be interrupted, an announcement to this effect will be made on ASAHI Net's home page, by e-mail, or by

whatever other means possible. In emergency situations, however, it may not be possible to give prior notice.

15: Termination of services

1. For any of a variety of economic, technical or other reasons, it may be necessary to permanently terminate all or part of the Service or of optional services. In the event that the Service or an optional service is to be terminated, the Company will notify members at least one month in advance.

16: Limitations on the Company's responsibility

1. The Company will bear no responsibility for any loss or damage suffered by an individual member as a result of interruption of, or temporary or permanent stoppage of the Service or of optional services, for whatever reason.
2. The Company provides no guarantee that information received by an individual member through use of the Service or of optional services is in any way correct, complete, accurate, or useful.
3. The Company will bear no responsibility for any loss or damage suffered by an individual member resulting from the member's use of the Service or optional services.
4. If, through use of the Service or optional services, an individual member causes loss or damage to be suffered by another member or by a third party, the Company expects that the individual member in question will bear the responsibility for, and the expense of, its resolution. The Company will not bear the burden of any such loss or damage.
5. Regardless of Item 16.1 and Item 16.3, should The Company suffer liability damages related to the use of the Service or an optional service by an Individual member, in any circumstances excluding The Company's intent or negligence, the scope of liability in damages will be limited to the scope of the general damages actually incurred by the member. Furthermore the total amount will not exceed the amount of the charge (including consumption tax) The Company should receive from the member for the month in which the damages occurred.

17: Prohibition on sublet or transfer of rights

1. The right to use the Service or an optional service cannot be sublet to, or transferred to, another party.

18: Applicability of this agreement

1. In the event that an individual member makes use of an optional service, the terms of use of the optional service shall be considered an extension of this agreement. Should there be any discrepancy between this agreement and the terms of use of an optional service, the latter shall take precedence.

19: Scope of, and changes to, this agreement

1. Any additional rules or regulations of which the Company informs the individual members shall be considered an extension of this agreement.
2. In case the Company makes any additions or modifications to this agreement, it will make a prior announcement of the changes on the ASAHI Net home page. After one month has passed following such notification, the individual member will be deemed to have consented to the update.

20: Effectiveness of this agreement

1. This agreement shall become effective as of such time as a user ID and password (c.f. Section 2.3) are issued by the Company.

21: Court of jurisdiction

1. In the event that a dispute arises between an individual member and the Company over this agreement, the exclusive jurisdictional court of first instance will be either Tokyo Regional Court (TOUKYOU CHIHOU SAIBANSHO) or Tokyo Summary Court (TOUKYOU KAN'I SAIBANSHO).

[Agreement effective: June 1st, 2011]

