

FLET'S Hikari Next Courses

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 it offers broadband Internet connection services as well as many other services to over 450,000 members.

About FLET'S Hikari Next

FLET'S Hikari Next is a NTT Next Generation Network (NGN) fiber-optic broadband service offering always-on connection at a maximum 200Mbps (best effort).

The FLET'S Hikari Next Course will allow you to connect to the Internet through a NTT FLET'S Hikari Next line (you will have contacted NTT directly to establish a NTT FLET'S Hikari Next contract). ASAHI Net will bill for our Internet service, NTT will bill for their FLET'S Hikari Next service.

FLET'S Hikari Next 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.

Individual membership on a FLET'S Hikari Next Course includes

Broadband Internet connection

- To NTT's FLET'S Hikari Next service. A NTT contract is separate – please contact NTT for details (NTT East: 0120-364-463, NTT West: 0120-064337).

E-mail

- Choose your own address (e.g. *yourname@japan.email.ne.jp*, *yourname@my.email.ne.jp*)
- No limits on how much mail you can send or receive

Dial-up Internet connection

- In Japan and overseas

Extensive English support and documentation

- Help and detailed examples on our Web site
- English telephone technical support (Monday–Friday, 10am–5pm)

Account Maintenance

- Do your own account maintenance through your Web browser
- Access your e-mail through your Web browser from anywhere in the world

Optional services for Individual membership include

Other services

- 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.
- Many others – please ask for details.

How to apply for ASAHI Net membership

Use the attached paper form. Your application will be received at ASAHI Net and processed. After successful processing, we will send your user ID and initial password by standard postal mail to your registered address. The whole process usually takes between three and seven days.

On the next page: Charges for FLET'S Hikari Next Courses: M Plan.

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 FLET'S Hikari Next Courses: M Plan.

These Courses / the M Plan can be used for any of the following:

- Connecting to NTT East's FLET'S Hikari Next Family or FLET'S Hikari Next Mansion service.
- Connecting to NTT West's FLET'S Hikari Next Family or FLET'S Hikari Next Mansion service.
- Connecting to ASAHI Net's dial-up access points.

FLET'S Hikari Next Courses	Plan	Compatible NTT services	Monthly ASAHI Net charge
Mansion Course	M Plan	FLET'S Hikari Next Mansion Type	735 yen
Family Course	M Plan	FLET'S Hikari Next Family Type	1,050 yen

Notes

- The M Plan offers always-on Internet connection on a NTT FLET'S Hikari Next line. In addition, the M Plan includes up to 5 hours of dial-up connection time to ASAHI Net's access points in Japan.
- 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 charged at 189 yen per month per 5MB excess.

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

- The 5 hours of connection time provided with the M Plan only applies to dial-up connections to ASAHI Net's access points. FLET'S Hikari Next is not a dial-up connection service; it is a broadband, always-on service. If on the M Plan and connecting to ASAHI Net's dial-up access points, please take great care to not exceed the 5 hours of connection time available otherwise 5.25 yen/minute excess usage charges will apply.

A note about connecting to the FLET'S Hikari Next service

- A separate contract with NTT for their FLET'S Hikari Next service is required before connection to FLET'S Hikari Next is possible.

Campaign!

ASAHI Net's Introdncer Campaign

The ASAHI Net member introducing you to ASAHI Net is eligible for 5,000 yen cash back 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 cancel ASAHI Net membership

Our cancellation policy states that you must give us one month's notice. Since accounts can only terminate on the last day of a calendar month, this is equivalent to saying that if you request cancellation in a given month your account will terminate at the end of the *following* month; ASAHI Net will bill you for all services used up to and including the end of that following month.

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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]

