Asahi Net LTE Agreement (revision taking effect as of March 24, 2022)

Revised	Remarks	Previous
Article 1. General Provisions 5. Definitions of Terms		Article 1. General Provisions 5. Definitions of Terms
(9) "Circuit Switching Service" means voice call and short message services (SMS) by circuit switching methods. (10) "Malicious SMS" means SMS messages disguised as messages sent by an existing delivery company, bank & financial firm, or online retailer, which contain malicious URLs, telephone numbers, etc. to induce users to: install an illegal app, access website, or make	(Revised) (Added)	(9)"Circuit Switching Service" means voice call and short message services by circuit switching methods.
a phone call in order to steal bank account information, user account information, etc. or to conduct wrongful acts such as financial exploitation.		
Article 3. Application and Approval	(4.11.1)	Article 3. Application and Approval
 2. Minors under age 18 are not eligible to sign a contract by themselves. 3. In the event the Company determines that any of the following items are applicable to the Member, the Company may withhold its consent or defer on an application for the Service made by an applicant, or may limit the scope of the provision of internet services. 	(Added)	2. In the event the Company determines that any of the following items are applicable to the Member, the Company may withhold its consent or defer on an application for the Service made by an applicant, or may limit the scope of the provision of internet services.(Ellipsis)
(Ellipsis)		(8) Identification of the applicant, as described in
(8) Identification of the applicant, as described in <u>the following article</u> , cannot be confirmed. (9)The applicant lives outside of Japan.	(Revised)	Article 4, cannot be confirmed. (9) The applicant lives outside of Japan. (10) Other instances in which the Company has judged
(10) In cases where the applicant is under age 18. (11) Other instances in which the Company has judged the applicant unsuitable as a user of the Service.	(Added)	the applicant unsuitable as a user of the Service.

Revised	Remarks	Previous
Article 8. Feature for Blocking of Malicious SMS	(Added)	
1. The Company may provide a feature which automatically blocks SMS messages determined as		
malicious sent to Members who are using SMS in the		
Service.		
2. Members may enable or disable the feature to block		
malicious SMS as needed.		
3. SMS messages blocked using the feature for blocking		
malicious SMS could not be restored.		
4. The Company detects malicious SMS by mechanically		
and automatically obtaining all message information		
(including senders' information and body of message)		
before receiving for the sole purpose of providing the		
feature for blocking malicious SMS.		
5. The Company may accumulate information related to		
detected malicious SMS through the provision of the		
feature for blocking malicious SMS and may use it for		
the following purposes by anonymizing and processing		
the accumulated information into statistical data:		
(1) Improvement of decision accuracy of malicious SMS	(Added)	
(2) Making a corrective action request (CAR) to senders	(Taded)	
of malicious SMS and relay organizations of such		
messages (a) P		
(3) Prevent users from accessing illegal websites related		
to malicious SMS		
(4) Implementation of countermeasures related to		
<u>malicious SMS among Mobile Phone Carriers</u> 6. The Company may disclose the information related to		
malicious SMS which is anonymized and processed into		
statistical data to a third party in order to achieve the		
purposes specified in the preceding clause.		
7. The Company shall not provide any guarantee		
concerning the completeness of detection and blocking		
of malicious SMS (including, but not limited to, cases		
where messages which are not malicious SMS not being		
blocked) in the feature for blocking malicious SMS		
messages, and shall bear no liability whatsoever for		
any losses or damages occurred through the use of the		
feature for blocking malicious SMS unless due to		
intentional act or gross negligence by the Company.		

Revised	Remarks	Previous
Article <u>9</u> . Suspension of Service	(Revised) (Rest of the numbering moved down)	Article 8. Suspension of Service
(Ellipsis)		(Ellipsis)
Article 11. Termination	(Revised)	Article 10. Termination
4. Minimum-commitment period to use the Service is separately specified by the Company. Notwithstanding the provisions of each preceding clauses, in the event that the Service is terminated prior to the expiration of the minimum-commitment period, by the Member or by the Company in accordance with the following article, the Company shall charge termination handling fee to the Member based on the terms and conditions separately stipulated by the Company.	(Revised)	4. Minimum-commitment period to use the Service is separately specified by the Company. Notwithstanding the provisions of each preceding clauses, in the event that the Service is terminated prior to the expiration of the minimum-commitment period, by the Member or by the Company in accordance with Article 11, the Company shall charge termination handling fee to the Member based on the terms and conditions separately stipulated by the Company.
Article 12. Cancellation and Indemnification	(Revised)	Article 11. Cancellation and Indemnification
1. In the event the Member falls under any of the following items, the Company may, without notifying the Member, suspend the Service or cancel the contract.		In the event the Member falls under any of the following items, the Company may, without notifying the Member, suspend the Service or cancel the contract.
(Ellipsis)		(Ellipsis)
 (7) When any of the items specified in the items of Article 3 Clause 3, is found to be a fact. 2. Regardless of whether or not the Company uses its right to terminate the contract in accordance with the preceding article, in the event that the Member fails 	(Revised)	 (7) When any of the items specified in the items of Article 3 Clause 2, is found to be a fact. 2. Regardless of whether or not the Company uses its right to terminate the contract in accordance with Article 10, in the event that the Member fails to pay the amount due and payable after the payment due
to pay the amount due and payable after the payment due date, the Member shall pay default interest specified in Article <u>14</u> Clause 4, in addition to the amount due and payable, in one payment by the date and method designated by the Company.	(Revised)	date, the Member shall pay default interest specified in Article 13 Clause 4, in addition to the amount due and payable, in one payment by the date and method designated by the Company.

Revised	Remarks	Previous
Article 14. Payment of Fees	(Revised)	Article 13. Payment of Fees
3. Notwithstanding the provisions of <u>Clause 1 of this</u> <u>article</u> , when the Member uses a device sold by the Company (including but not limited to SIM Card; the same shall apply hereafter), the contract for the Service begins from the month including the date whichever comes earlier; the fifth (5th) business day from the date of the dispatch of the device, or the day on which the Member has engaged in configuration (authentication) of the device. However, for Circuit Switching Service, the month that includes the day following the day on which the device was dispatched shall be the month the contract begins for the Service.	(Revised)	3. Notwithstanding the provisions of Article 13 Clause 1, when the Member uses a device sold by the Company (including but not limited to SIM Card; the same shall apply hereafter), the contract for the Service begins from the month including the date whichever comes earlier; the fifth (5th) business day from the date of the dispatch of the device, or the day on which the Member has engaged in configuration (authentication) of the device. However, for Circuit Switching Service, the month that includes the day following the day on which the device was dispatched shall be the month the contract begins for the Service.

Article 15. Handling of Member's Information 1. The company shall, with the purpose of undertaking operations required to provide the Service,
operations required to provide the Service,
(D11:)
(Ellipsis)
3. Except in instances specified in the preceding two clauses or in accordance with the agreements and terms and conditions stipulated by the Company and laws and regulations, the Company shall not provide or disclose the Member's information to a third party, unless notifying the Member whom the information shall be disclosed to and the purpose of its use and obtaining a consent from the Member (including indicating explicitly on online screen or by writing, and offering an opportunity for the Member to refuse such disclosure of the information.) Provided, however, that in instances specified in the following items, the Company may disclose or provide personal information at its sole discretion, to the extent deemed necessary, and the Member shall give prior consent to such stipulation. (1) When there is a demand that satisfies the requirement for disclosure in accordance with Article 4 (Demand for Disclosure of Identification Information of the Sender, Etc.) of the Act on the Limitation of Liability for Damages of Specified Telecommunications Service Providers and the Right to Demand Disclosure of Identification Information of the Senders (Act on the Limitation of
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