

# Asahi Net LTE Agreement

Asahi Net, Inc.

## Article 1. General Provisions

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1. Asahi Net LTE Agreement (hereinafter referred to as the "Agreement") applies to members of Asahi Net, Inc. (hereinafter referred to as the "Member") who use Asahi Net LTE service (hereinafter referred to as the "Service") that Asahi Net, Inc. (hereinafter referred to as "the Company") offers.
2. Asahi Net Individual Member Service Agreement, Asahi Net Business Service User Agreement, (hereinafter collectively called the "Member Agreement") and various other agreements and items that the Company has separately presented shall apply, should there be items not otherwise specified for the Service in the Agreement.
3. In the event there is a conflict between the Agreement and the Member Agreement or other agreements, the Agreement takes precedence as far as the provision of the Service is concerned.
4. The Company may alter the provisions of the Agreement. In these instances, the Company will provide an amendment and a supplementary note with the revision date.
5. Definitions of Terms
  - (1) "SIM Card" means an IC card to which a member identification number and other information can be recorded and which shall be loaned to the Member by the Company in accordance with the Agreement.
  - (2) "Universal Services" means, as stipulated in Article 7 of Telecommunications Business Act, universal telecommunications services such as subscribed telephone, public phone, and emergency call services (telephone numbers 110, 118 and 119) which are specified by an Ordinance of the Ministry of Internal Affairs and Communications as being indispensable to the lives of citizens and thereby shall be provided nationwide.
  - (3) "Universal Service Fee" means fees as a contribution required to ensure the provision of Universal Services, which the Company collects in response to the subscribed number of telephone numbers, from the Member in method of payment and amount specified in the Agreement, that shall be paid to NIPPON TELEGRAPH AND TELEPHONE EAST CORPORATION or NIPPON TELEGRAPH AND TELEPHONE WEST CORPORATION through Telecommunications Carriers Association, which is a Universal Telecommunications Service Support Institution.

- (4) "Telephone Relay Service" means, as stipulated in the Act on Facilitating the Use of Telephones by the Hearing Impaired, etc., a service which enables people with hearing or speech disabilities to communicate with others over telephone through operators acting as interpreters to interpret sign language or text.
- (5) "Telephone Relay Service Fee" means fees as a contribution required to ensure the provision of Telephone Relay Service which the Company collects in response to the subscribed number of telephone numbers, from the Member in method of payment and amount specified in the Agreement, that shall be paid to the Telephone Relay Service Provider through Telephone Relay Service Support Organization.
- (6) "MNP" means a system (mobile number portability) which allows subscribers of mobile voice communications services to continue to use, with the new carrier, the telephone number used with the previous carrier when changing the provider of mobile voice communications services (hereinafter referred to as the "Mobile Voice Communications Carrier") of telecommunications carrier (hereinafter referred to as the "Telecommunications Carrier") as stipulated in Article 2 Clause 5 of Telecommunications Business Act.
- (7) "Mobile Phone Carrier" means a mobile phone carrier who has made and entered into an interconnection agreement or any other agreements with the Company, in relation to the provision of the Service. The Mobile Phone Carrier is currently NTT DOCOMO, INC.
- (8) "Data Communications Service" means code transmission service by wireless data communication using packet switching methods.
- (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 a phone call in order to steal bank account information, user account information, etc. or to conduct wrongful acts such as financial exploitation.

## **Article 2. The Service**

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1. The Service is a Data Communications Service, a short message service or a voice call service provided to the Member (Individual Member and Business Service Member) using

the line supplied by the Mobile Phone Carrier which is a business partner of the Company. However, the voice call service shall be provided to Individual Members only.

2. The pricing plan for the Service is separately specified by the Company; a user ID shall be provided to the Member for each pricing plan and an agreement shall be made and entered into accordingly.
3. The Company may provide related services specified in the precautionary notes of the Service in association with the provision of Data Communications Service and Circuit Switching Service.

### **Article 3. Application and Approval**

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1. The contract for the Service made between the Member and the company shall come into effect, at a time the Member has accepted the Agreement and has made an application for the Service in the manner specified by the Company, and the said application has been processed, considered and approved by the Company (the time of said approval is hereinafter referred to as "Date of 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.
  - (1) The Member has provided false entries, erroneous entries, invalid credit card information or other procedural defects in the application for the Service.
  - (2) The mobile service agreement, regardless of reasons, has been terminated.
  - (3) The Member has in fact defaulted, or is recognized to have possibly defaulted on payment of fees.
  - (4) A contract or other agreements are canceled, or usage of the Service, etc. has been suspended based on the Agreement or the Member Agreement and other agreements, as a result of agreement violations, overdue or default in the payment of fees, etc.
  - (5) The provision of the Service is considered technically difficult due to conditions at the applicant's premises or for other reasons.
  - (6) The Member has neglected the obligation to store or to return the SIM Card or a device that is loaned by the Company.
  - (7) The applicant has made multiple applications for the Service for commercial purpose, or instances in which the Company deems there is a

possibility that the Member will engage in commercial activity using the SIM Card or communication device of which the applicant has applied for.

- (8) Identification of the applicant, as described in the following article, cannot be confirmed.
- (9) The applicant lives outside of Japan.
- (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.

#### **Article 4. MNP**

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1. When the Member applies for the Circuit Switching Service (using SIM Card with voice call function), the Member shall submit documents separately specified by the Company, by the time limit designated by the Company, for the purpose of identification, and in accordance with the Act on Identification, etc. by Mobile Voice Communications Carriers of their Subscribers, etc. and for Prevention of Improper Use of Mobile Voice Communications Services (Act No. 31 of April 15, 2005.)
2. The Member who is to receive the Circuit Switching Service in relation with the transfer from other mobile voice communications carriers by MNP shall perform the switching operation after receipt of the SIM Card. In the event the Company detects that switching operation of the said SIM Card has not been performed, the Company may at its sole discretion, enforce the switching operation on the date separately specified by the Company, and the Member shall give advance consent to this stipulation. The Company shall not be liable in any way whatsoever for any harm that may be caused to the Member as a result of the switching operation enforced by the Company.

#### **Article 5. Communication Device**

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1. In order to connect to the Service, a SIM Card and communication device which complies with the technical standards separately specified by the Company shall be required.
2. In the event the Company determines a communication device used by the Member cannot be certified as being in conformance with the standards stipulated in the preceding clause or any regulations, the Company may cease the provision of the Service to the said Member.
3. In the event the Company sells a communication device to the Member, the Member shall pay a fee as separately specified by the Company. If the Member terminates the use of communication device after the application, the Member shall pay the remaining amount in one payment within the month following the month of termination.

## **Article 6. SIM Card**

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1. The Company shall loan the Member a SIM Card which is required to use the Service, and the Member shall rent the SIM Card from the Company.
2. In the event of any unavoidable technical or operational causes, the Company may change the SIM Card which is to be loaned to the Member.
3. The Member shall be liable for the use of the SIM Card which the Company loaned to the Member. In the event a third party, other than the Member, uses the SIM Card, the Company shall deem all of such uses as use of the Service by the Member, and shall be entitled to demand compensation from the Member for any losses or damages incurred by the said third party.
4. Member shall not retrieve, change or delete the member identification number or any other information recorded on the SIM Card.
5. The Member shall return the SIM Card to the Company when the contract for the Service has been terminated or changed. In the event that the Member fails to return the SIM Card, or that loss or damage of the SIM Card is incurred due to cause attributable to the Member, the Company shall be able to charge the said Member for the damages separately specified by the Company.

## **Article 7. Service Area and Transmission Speeds**

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1. The service area for the Service corresponds with the service area of the Mobile Phone Carrier which is specified separately by the Company.
2. Even in the service area stated in the preceding clause, there may be places to which it is difficult for the signal to reach (including, but not limited to, interiors, tunnels, underground, inside buildings, the higher floors of buildings, behind the buildings, in mountainous areas, at sea) and there is a possibility the Service cannot be used or the transmission speeds be lower; in this regard the Company makes no representation or warranty whatsoever, express or implied, under any circumstances.
3. Transmission speeds indicated in the precautionary notes of the Service and other announcements including but not limited to advertisements, are theoretical value. Members shall give prior consent that the transmission speeds do not indicate actual maximum transmission speeds, and that the indicated speeds can be altered and may not be experienced for reasons such as connection conditions, the SIM Card and information and communication equipment the Member uses, network environment, or other considerations. The Company provides no representation or warranty whatsoever, express or implied, with regards to the transmission speeds.

4. In the event the Member engages in communication that will hinder the communication of the Company and other Members, the Company may limit the transmission speeds or communication volume of the said Member, in order to maintain fair transmission speeds.
5. Members shall give prior consent to the possible loss and destruction of messages, data and information sent and received using the Service depending on the condition of signals or other considerations.

#### **Article 8. Feature for Blocking of Malicious SMS**

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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
  - (2) Making a corrective action request (CAR) to senders of malicious SMS and relay organizations of such messages
  - (3) Prevent users from accessing illegal websites related to malicious SMS
  - (4) Implementation of countermeasures related to malicious SMS among Mobile Phone Carriers
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.

#### **Article 9. Suspension of Service**

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1. The Company may temporarily limit or suspend communication without notifying the Members, for technical reasons, for maintenance of the Service and for unavoidable reasons concerning the Company's business, or in instances of emergency communication due to force majeure events such as acts of God or on behalf of public interest, or in the event Mobile Phone Carrier limits the use of communication in accordance with the provisions stipulated in the agreement of the telecommunication service provided by the Mobile Phone Carrier, or provisions stipulated in the agreement made and entered into between the Company and the Mobile Phone Carrier or between the Company and Telecommunications Carrier with which the Company has made and entered into interconnection agreement or other agreements.
2. When the communication time in a designated time frame exceeds the time designated by the Company, or when the communication volume in a designated time frame exceeds the volume designated by the Company, the Company may limit or suspend those communications.
3. The Company shall not be liable for loss or damage of the Member resulting from the events described in the preceding two clauses.

#### **Article 10. Alteration and Abolishment of the Service**

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1. With prior notice to the Members through methods designated by the Company (including posting to the website designated by the Company), the Company may alter or abolish the Service. If the Service is to be abolished, Members will be notified in principle, at least one month in advance.
2. The Company bears no responsibility to the Members whatsoever concerning the alteration or abolishment of the Service described in the preceding clause.

#### **Article 11. Termination**

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1. Members may terminate the contract for the Service by notifying the Company through methods designated by the Company.
2. The Company shall accept termination request of the contract for the Service until the fifteenth (15th) day of the month in which the Service is to be terminated. Aforesaid request for termination which has been accepted by the Company shall be effective at the end of the month in which such request was received by the Company.
3. Even in the event that the contract for the Service has been terminated, the Company shall not refund any fees and expenses already received from the Member.
4. In the event the Member notifies the Company of mobile number transfer by MNP, it shall be deemed as a notification to terminate the Service. When transfer to the other

Telecommunication Carrier has been completed, the date of completion of the said process shall be the date of termination of the contract for the Service.

## **Article 12. Cancellation and Indemnification**

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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.
  - (1) The Member has failed to pay the fees and any other amounts due and payable after the payment due date.
  - (2) The Member has failed to notify the Company despite the fact that there is a change in the information the Member had notified the Company, or the notified information is found to be contrary to the facts.
  - (3) The Member has used a device that does not conform to the technical standards specified by the Company, or used a SIM Card which is not designated by the Company and has resulted in loss and damage to the Company, Telecommunications Carrier supplying the Service, or other party.
  - (4) The Member has engaged in activity that has hindered or may hinder the business activity of the Company or that may interfere with the telecommunication facility related to the Service (including, but not limited to telecommunication equipment owned or managed by the Company.)
  - (5) The Member has used the Service in a manner that is illegal or is contrary to public policy or to the accepted principles of morality.
  - (6) The Member has engaged in action that violates the provisions of the Agreement, Business Service User Agreement, Individual Service User Agreement or other agreements.
  - (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 to pay the amount due and payable after the payment due date, the Member shall pay default interest specified in Article 14 Clause 4, in addition to the amount due and payable, in one payment by the date and method designated by the Company.
3. Transfer commissions and any other expenses required to make the payment specified in the preceding clause shall be borne entirely by the Member.

## **Article 13. Disclaimer**

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1. Even in the event in which the Member is required to modify or remove the SIM Card, or modify or change the device and equipment or telecommunication facility of which the Member has supplied (hereinafter referred to as "Modifications" in this article), as a result of alterations in technical specifications or other terms and conditions related to the Service or renewal of telecommunication facility, the Company shall not bear any fees or expenses incurring from such Modifications.
2. The Company shall not be liable in anyway whatsoever for any loss and damage of the Member as a result of provision of service of the Company, any delay or unavailability of service of the Company, loss of information of the Member that is registered, supplied or collected through the service of the Company, and any other loss and damage that arose in relation to the service of the Company, unless otherwise explicitly specified by the Company in the Agreement.
3. The Company's service shall be the one which is currently provided to the Member, on an "as is" basis; the Company shall not be liable in anyway whatsoever, and regardless of whether or not it is stated in the Company's website or the distributed documents or manuals, for the completeness, accuracy, fitness for a particular purpose or usefulness of the information and software that are provided from the Company or the business partner of the Company.
4. The Company shall have the right to refuse to provide support for any hardware or software. The Company shall not be liable for or guarantee proper operation of any products which are distributed in the market, and makes no representation or warranty whatsoever, express or implied, with proper operation in anyway whatsoever for hardware and software the Member owns or purchases. Manufacturing company and distributing company of hardware and software shall be responsible to provide support for those products.
5. The Company shall not be liable for any loss and damage of the Member which arose from a cause not attributable to willful misconduct or gross negligence of the Company; for special loss or damage, business impediment and lost profits, loss of the Member's data (including, but not limited to, the Member's data and data accumulated by the third party) and loss and damage of the Member pertaining to damage claim made by the third party, and any other loss and damage of the Member, even if the possibility of such outcomes are foreseeable, and regardless of whether or not the Member has complied with the Agreement.

#### **Article 14. Payment of Fees**

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1. Regardless of whether or not the Member uses the Service, fees designated by the Company (basic monthly charge, Universal Service Fee, Telephone Relay Service Fee, etc.)

shall incur from the month including the Date of Approval of the contract for the Service, and the Member shall pay such fees to the Company

2. The Company may change the fees related to the Service with prior notice.
3. Notwithstanding the provisions of Clause 1 of this article, 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.
4. In the event that the Member does not pay the fees related to the Service even after the payment due date has passed, the Member shall pay an amount of default interest calculated at an annual rate of 14.5% from the day following the payment due date to the date payment is made, by the date and method designated by the Company.

#### **Article 15. Suspension, Cancellation of the Service and Fees**

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1. In the event the Member's call charge is found to be extremely high compared to an average user or use history of call charges of the Member, the Company may check the use status of the Service with the Member, or may suspend the line until the end of the month in which such event was confirmed.
2. Even in instances in which the Company has set a guideline amount limit for suspension of the Service and when the Member has used the Service exceeding such guideline amount limit, regardless of the reason, fees incurred from such use by the Member shall not be exempted.
3. Even in instances in which the Member has requested a termination of the Service or the Company has cancelled the Service in accordance with the Agreement, functions such as voice calls or sending SMS may be available depending on the condition of line processing. When use of such functions by the Member is confirmed, regardless of the date on which termination request of the Service has been made or the date on which cancellation of the Service took effect, the Company shall invoice the Member with fees incurred from such use, and the Member shall pay such fees in accordance with the invoice.

#### **Article 16. Handling of Member's Information**

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1. The company shall, with the purpose of undertaking operations required to provide the Service, provide to or set aside the Member's information collected in the course of the

provision of the Service, for the business partner such as financial institutions including credit card companies or Telecommunications Carrier, and subcontractor of the Company.

2. In the event the Company receives request from a Mobile Phone Carrier, or receives notification of a member identification number in an emergency call, there may be instances in which the Company transmits the location information of the communication device that is connected to the Member's line, and the Member shall give advance consent to this stipulation. The Company, regardless of the cause, shall not be liable in anyway whatsoever for loss and damage attributable to the transmission of the location information.
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 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 Liability of Telecommunication Service Provider.)
  - (2) When the Company judges necessary to protect a human life, body, or fortune.
  - (3) When police or related organizations request the disclosure of a member's information based on a document inquiring about matters for investigation.
  - (4) When there is a special need to enhance public hygiene or promote fostering healthy children, and when it is difficult to obtain a principal's consent.
  - (5) When there is a need to cooperate in regard to a central government organization or a local government, or a person entrusted by them performing affairs prescribed by laws and regulations, and when there is a possibility that obtaining a principal's consent would interfere with the performance of the said affairs.

### **Supplementary Provision**

The Agreement shall be effective as of March 4, 2013.

The revised Agreement shall be effective as of December 17, 2015.

The revised Agreement shall be effective as of March 31, 2020.

The revised Agreement shall be effective as of July 1, 2021.

The revised Agreement shall be effective as of March 24, 2022.

The revised Agreement shall be effective as of July 1, 2022.

- This is a translation of the original Asahi Net LTE Agreement in Japanese. If there is any conflict between the original and the translation, the original shall prevail.