

Asahi Net Individual Member Service Agreement

Asahi Net, Inc.

Article 1: Asahi Net Individual Member Service

1. The Asahi Net Individual Member Service (hereinafter referred to as "the Service") shall refer to the (dial-up IP and BBS-based) Internet connection services, BBS services, and Individual Home Page Service offered by Asahi Net, Inc. (hereinafter referred to as "the Company") to private individuals.

2. The Company reserves the right to make changes or additions at any time to the Service.

Article 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, shall be recognized as a Member (hereinafter referred to as "Individual Member"). Individual Members, along with Family Members and Business Members (as defined separately), shall be hereinafter 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 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.

Article 3: User ID and password management

1. The Individual Member shall bear 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 shall 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 promptly.

Article 4: Handling of personal information

Personal information provided to the Company to enable provision of the Service can be disclosed to business partners and subcontractors of the Company, and in any of the following circumstances, can be disclosed to third parties.

- (1) When the individual gives his/her consent.
- (2) When a court order forces said disclosure.
- (3) When Act on the Protection of Personal Information or other laws force said disclosure.
- (4) When police or related organizations force the disclosure of information based on a document inquiring about matters for investigation, etc.

Article 5: Use of information

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.

Article 6: Reproduction of information

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.

Article 7: Payment of fees

1. Individual Members shall pay fees and any other amounts due and payable as determined by the Company. The method of payment shall be chosen from the items listed below as determined by the Company. Transfer commissions and any other expenses required to make the payment shall be borne entirely by the Individual Member.

- (1) Credit card

(2) Payment and collection agency

(3) Savings account transfer or automatic payment of Japan Post Bank account

(4) Collection by NIPPON TELEGRAPH AND TELEPHONE EAST CORPORATION or NIPPON TELEGRAPH AND TELEPHONE WEST CORPORATION on behalf of the Company

(5) Invoice

(6) Other methods as determined by the Company

2. Fees may change at any time, with prior notification.

3. With regards to the Service provided by the business partner of the Company, an Individual Member shall give consent to the Company to collect, in place of its business partner, the fees due and payable to the business partner of the Company.

4. In the event that the Individual Member fails to pay the fees and any other amounts due and payable after the payment due date, the Individual Member shall pay an amount of default interest calculated at an annual rate of 14.5% (365-day daily rate) from the day following the payment due date to the date payment is made, in addition to the fees and any other amounts due and payable, in one payment by the date and method designated by the Company.

Article 8: Prohibited behavior

The Individual Member promises to refrain from the following kinds of actions and behaviors in his/her use of the Service:

(1) Infringing intellectual property rights, such as copyright and trademark right held by another Member, the Company, or a third party.

(2) Infringing property rights, privacy and portrait rights held by another Member, the Company, or a third party.

(3) Defamation or slander of another Member, the Company, or a third party.

(4) Activities that shall bring disadvantage upon another Member, the Company, or a third party.

(5) Publicity-seeking or propaganda-style activities.

- (6) Generally anti-social behavior and that which violates commonly accepted moral standards.
- (7) Activities which are illegal, or which push the limits of the law.
- (8) Activities which obstruct the operation of the Service.
- (9) Activities which violate the terms of use of a service or resource on the Internet.
- (10) Activities which obstruct the smooth operation of the Internet.
- (11) Activities which violate the terms of this agreement or the terms of use of optional services.
- (12) Allowing a third party to use a Member's internet connection service, except when authorized by the Company.
- (13) Engaging in any other acts which are determined by the Company to be inappropriate.

Article 9: Profit-motivated activities

Profit-motivated activities by Members of the Service are limited to only those Individual Members who agree to bear full responsibility for their profit-motivated activities.

Article 10: Deletion of contents, etc.

1. The Company reserves the right to delete or to block access to the contents which is delivered or displayed by Individual Members in the following cases:

- (1) The Company judges that the contents violate the prohibitions given in Article 8 or Article 9.
- (2) The "lifetime" (fixed length of time after posting) of the contents has expired.
- (3) The Company judges that, for some other reason, the posting is inappropriate.

2. In the event that the Company deletes or blocks access to the contents which is delivered or displayed by the Individual Member, it is under no obligation to reveal its reason for doing so.

Article 11: Contract cancellation, Membership termination and reparations

1. The Company reserves the right to suspend the Service, cancel contracts entered into with an Individual Member or terminate Individual Membership without prior notification in the following cases. Any fees already paid by the Member shall not be refunded. The said Individual Member shall pay immediately, the fees and other amounts due and payable to the Company.

(1) The Member performs some action or engages in behavior which the Company judges to be in violation of Article 8 or Article 9 of this agreement.

(2) It is discovered that the Member falsified information on his/her Membership application.

(3) The Member is late in paying fees and any other amounts due and payable.

(4) The Member violates this agreement or the terms of use of an optional service.

(5) The Member is otherwise determined by the Company to be unsuitable as a Member.

2. 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, even after the cancellation of contract, or termination or cancellation of Individual Membership.

Article 12: Notification

1. Individual Members are required to notify the Company promptly, using one of the methods of notification specified by the Company, whenever a change occurs in the Member's name, home address/telephone, or payment method, etc.

2. The Company shall notify necessary matters to Individual Members via methods deemed appropriate by the Company, such as posting on Asahi Net's website, sending of emails, telephone, and so forth.

Article 13: Membership Termination

1. When an Individual Member notifies the Company of intent to terminate Membership using the method of notification prescribed by the Company, the Company shall terminate Membership as of the day separately specified by the Company. Provided, however, that in order to terminate Membership, Individual Members are required to complete termination procedure for all of the services that the Member is using.

2. When a Membership is terminated, charges of the Service that is billed on a monthly basis shall not be calculated on per diem basis for the month in which Membership is terminated. Charges, fees, etc. paid up until that time shall not be refunded.

Article 14: Suspension of services

1. Although the Company shall 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 shall 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.

Article 15: Termination of service

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 shall notify Individual Members at least one month in advance.

Article 16: Limitations on the Company's responsibility

1. The Company shall 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 shall 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, a dispute arises between an Individual Member and another Member or a third party, or an Individual Member causes loss or damage to be suffered by another Member or by a third party, the Individual Member in question shall bear the responsibility for, and the expense of, its resolution. The Company shall not bear the burden of any such loss or damage.

5. Regardless of 16.1 and 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 willful misconduct or gross negligence, the scope of liability in

damages shall be limited to the scope of direct and general damages actually incurred by the Member. Furthermore the total amount shall 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.

Article 17: Inspection

1. In the event that smooth provision of the Service is hindered, the Company may request an Individual Member to receive an inspection on whether or not connection of a customer-owned and maintained terminal facility or a customer-owned and maintained telecommunication facility conforms to technical standards. In such event, the Individual Member shall receive the inspection unless there is a justifiable cause or unless stipulated by laws and regulations.

2. In the event that a terminal facility or a telecommunication facility is found not to meet the technical standards as a result of inspection specified in 17.1, Individual Member shall disconnect the terminal facility or telecommunication facility in question.

Article 18: Alert

In the event the Company obtains information from a reliable third party, through independent detection of the Company, etc., indicating that a device has vulnerability or high possibility of malware infection, the Company may identify the Member who is using the device in question and alert the Individual Member.

Article 19: Sublease or transfer of rights

1. An Individual Member shall not sublease, transfer, serve as collateral or loan the right to use the Service or an optional service.

2. In the event that the Company determines it necessary, such as when an Individual Member fails to pay the fees for a certain period, the Company may transfer to a third party, the fees and any other amounts receivable from the said Individual Member, or may entrust to a third party, the process related to the billing and collection of the fees and any other amounts receivable. The Individual Member shall give prior consent to the foregoing.

Article 20: Applicability of this agreement

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.

Article 21: 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 shall make a prior announcement of the changes on the Asahi Net home page. After one month has passed following such notification, the Individual Member shall be deemed to have consented to the update.

Article 22: Governing law and courts of jurisdiction

1. Existence, validity, interpretation and enforcement of this agreement shall be governed by the laws of Japan.
2. In the event that a dispute arises between an Individual Member and the Company over this agreement, the exclusive jurisdictional court of first instance shall be either Tokyo Regional Court (TOUKYOU CHIHOU SAIBANSHO) or Tokyo Summary Court (TOUKYOU KAN'I SAIBANSHO).

Supplementary Provision

1. The Agreement shall be effective as of June 1, 2011.
 2. The revised Agreement shall be effective as of May 1, 2015.
 3. The revised Agreement shall be effective as of April 1, 2018.
 4. The revised Agreement shall be effective as of August 10, 2019.
- * This is a translation of the original *Asahi Net Individual Member Service Agreement* in Japanese. If there is any conflict between the original and the translation, the original shall prevail.