

Agreement for the Asahi Net All Apartments Plan (applicable to Users)

Article 1. This Rule

1. This Agreement for the Asahi Net All Apartments Plan (applicable to Users) (hereinafter referred to as this “Rule”) is a rule that applies to the use of an internet connection service provided to a multifamily property by Asahi Net, Inc. (hereinafter referred to as the “Company”) (hereinafter referred to as the “Service”) as described in the following Article. This Rule shall be applicable to both the Service Members (as defined in the following Article) and the Company if under an agreement between the person who owns or manages a multifamily property such as its owner, management association, management company, or developer, or any other person similar thereto (hereinafter referred to as the “Management Member”) and the Company, the provision of the Service to the multifamily property owned or managed by the Management Member to which an application for the provision of the Service is made by the Management Member (hereinafter referred to as the “Property”) is approved by the Company.
2. Matters with respect to the Service that are not defined in this Rule shall be governed by the Asahi Net Individual Members Rule, which may be separately established by the Company, important explanatory notes for the Service and any additional services which may be subscribed for, and other individual rules (hereinafter collectively referred to as the “Individual Rules”).
3. If there is any conflict between the provisions of this Rule and the provisions of the Individual Rules, the provisions of this Rule shall prevail to the extent of the Service.
4. The Company may at its discretion amend this Rule, in which case the details of the amendment, together with the date of amendment, will be posted by the Company on its website or notified in any other manner specified by the Company. The Service Members shall comply with the amended Rule.

Article 2. Service

1. The Service means the Asahi Net All Apartments Plan collectively provided by the Company to a maximum of all units in the Property, provided that an internet connection service, which may be known as the FLET'S Hikari Next Mansion Type or other service names, provided by Nippon Telegraph and Telephone East Corporation (hereinafter referred to as “NTT East”) or Nippon Telegraph and Telephone West Corporation (hereinafter referred to as “NTT West”) is available.
2. The Service shall only be provided to the Property to which the provision of the Service has been approved by the Company under the agreement between the Management Member and the Company. The Company shall provide the Service to those of the residents of the Property (hereinafter referred to as the “Residents”) who have applied for the subscription for the Service by themselves and whose applications have been accepted by the Company (hereinafter referred to as the “Service Members”). The Service Members may use the Service at the Property only.

3. A Service Member may enter into an agreement for additional services provided with or without charge by the Company such as the email service; provided that the Service Member agrees to the important explanatory notes for the Service and the additional services and other Individual Rules. The Service Member shall be responsible for the fees for such additional services and any other amounts due and payable by the Service Member.
4. A Service Member agrees that information relating to him/her will be provided mutually between the Company and NTT East or NTT West for the purpose of providing the Service.

Article 3. Application for FLET's v6 Optional Service on behalf of Service Members

1. A Service Member may need a service equivalent to the FLET'S v6 Optional Service provided by NTT East or NTT West (hereinafter referred to as the "FLET's v6 Optional Service") before the Service is provided by the Company.
2. An application for the FLET's v6 Optional Service may be made by the Company on behalf of a Service Member, as appropriate.

Article 4. This Agreement

1. An agreement made between a Service Member and the Company under this Rule (hereinafter referred to as the "Agreement") shall take effect at such time as a Resident and applicant for the subscription for the Service (hereinafter referred to as the "Applicant") has agreed to this Rule, the Agreement for the Asahi Net All Apartments Plan (applicable to Managers) and the Company's Personal Information Protection Policy (<http://asahi-net.jp/service/agreement/policy.html>) and has applied for the subscription for the Service in the manner specified by the Company, and the application has been processed, considered, and approved by the Company.
2. Upon approval by the Company of the application made by the Applicant in accordance with the preceding Paragraph, the Company shall provide and notify a member identification code to access the Internet to use the Service (hereinafter referred to as the "Connection ID") and a password used for the same purpose (hereinafter referred to as the "Connection Password"), a member ID to log in to the members-only page (hereinafter referred to as the "Member ID") and a password used for the same purpose (hereinafter referred to as the "Member Password") and an email address to the Service Member.
3. If any of the situations described in the following Sub-Paragraphs takes place or in the opinion of the Company takes place, the Company may withhold or refuse an application for the subscription for the Service by the Applicant:
 - (1) The Service is not available for the Property;
 - (2) The Applicant is not a Resident of the Property;
 - (3) The Applicant resides overseas;
 - (4) More than one application is made for the subscription for the Service by a

- Resident of one residential unit;
- (5) False information is given or errors are found in the application form for the subscription for the Service or otherwise the application form is not in order;
 - (6) The Applicant has failed to pay or is likely to fail to pay the fees and any other amounts due and payable by the Applicant (hereinafter referred to as the “Fees”);
 - (7) The Agreement or any other agreement with the Company has been terminated or the services provided by the Company such as the Service have been suspended due to the Applicant's breach of the terms of service of the Company or any other rule of the Company or failure or delay in paying the Fees;
 - (8) The Applicant constitutes or belongs to a boryokudan crime syndicate, a member of a boryokudan crime syndicate, an affiliate of a boryokudan crime syndicate, a sokaiya racketeer group, or any other person similar thereto (hereinafter collectively referred to as the “Anti-Social Forces”), or has a business or personal relationship with the Anti-Social Forces; or
 - (9) The Company determines that the Applicant is not suitable to be its member.
4. The Company shall enter into one agreement for the subscription for the Service per residential unit in the Property.

Article 5. Communications

1. The Company shall communicate with the Service Members by sending a notice from the Management Member, by posting a notice on the Company's website, by emailing a notice, by sending a document by mail, or in any other manner the Company deems appropriate.
2. Unless otherwise specified, the communication made in accordance with the preceding Paragraph shall become effective upon the Company posting the details of the notice on the website or upon the Company emailing the notice or sending the notice by mail.

Article 6. Notification

1. A Service Member shall promptly notify the Company using a form specified by the Company if there are any changes to the name in which his/her agreement(s) is/are entered into, his/her home address or invoicing address, or any other matters separately specified by the Company including the terms of payment.
2. If the Service Member fails to notify the Company in accordance with the preceding Paragraph and any notice from the Company does not reach the Service Member, the notice shall be deemed to have reached the Service Member at such time as it would otherwise have ordinarily reached the Service Member. The Company shall not be liable in any way for any loss or damage that may be caused to the Service Member or any other third party as a result of the Service Member's failure to notify the Company.

Article 7. Safeguarding ID, Password, and Email Address

1. A Service Member shall be and remain responsible for safeguarding the Connection

ID, Connection Password, Member ID, Member Password, and email address provided by the Company or by the Management Member on behalf of the Company once they are provided to the Service Member.

2. A Service Member shall not permit any third party who is not the Service Member, his/her family member living with him/her, employee, or any other person specifically approved by the Company (hereinafter referred to as the "Persons Related to the Service Member") to use his/her Connection ID, Connection Password, Member ID, Member Password, and email address or lend, lease, transfer, sell, or otherwise pawn the same.
3. A Service Member shall ensure that the Persons Related to the Service Member comply with this Rule and shall be solely responsible for the conduct of the Persons Related to the Service Member. The Service Member agrees that the conduct of the Persons Related to the Service Member shall be deemed to be the conduct of the Service Member.

Article 8. Service Member's Obligations

1. A Service Member agrees that the Company will be provided by the Management Member with the Service Member's information concerning the Property (i.e. room number, names of occupants, date of occupation, date of vacation, and any other information necessary for the Company to carry out its business operations) if such information is required by the Company to provide the Service.
2. A Service Member agrees that the Company will provide the Management Member with the Service Member's information if such information is required and requested by the Management Member to manage the Service.
3. A Service Member shall cooperate with the Company as instructed if the Company holds the Management Member liable and instructs the Service Member to cooperate with the Company.

Article 9. Suspension, Termination, and Damages

1. If the Company determines that any of the situations described in the following Sub-Paragraphs takes place, the Company may, without notice, immediately restrict or suspend the use of the Service in whole or in part, terminate the agreement with the Management Member or the agreement(s) with the Service Member, including the Agreement, in whole or in part, cancel the management membership or the service membership, or otherwise delete in whole or in part the information or data indicated, transmitted or held by the Management Member or Service Member. The Company shall not be liable in any way whatsoever for any harm that may be caused to the Management Member, the Service Member, or the Residents as a result of the termination of the Agreement.
 - (1) The ID for a manager (AID) or a password for a manager (manager's password) provided by the Company to the Management Member is used by a third party who is not the Management Member or a person related to the Management Member, or is lent, leased, transferred, sold, or otherwise pawned by the Management Member;

- (2) The Connection ID, the Connection Password, the Member ID, the Member Password, or the email address is used by a third party who is not the Service Member or a person related to the Service Member, or is lent, leased, transferred, sold, or otherwise pawned by the Service Member;
 - (3) The Management Member, the Service Member or a Resident uses the Service at the Property, the number of which exceeds the total number of units in the Property.
 - (4) The Management Member or the Service Member engages in any conduct that may be in violation of this Rule, the Asahi Net Corporate Members Rule or the Asahi Net Individual Members Rule, or any other terms of service of the Company; or
 - (5) The Management Member, the Service Member or a Resident causes any loss or damage to the Company intentionally or by negligence.
2. If the Company terminates the agreement with the Management Member or cancel the management membership in accordance with the provisions of the preceding Paragraph, the Company shall deem that the termination of the subscription for the Service has been requested by the Service Member and all of the Residents.
 3. Notwithstanding the termination of the Agreement, the Company shall be entitled to claim damages against the Service Member for any loss or damage that may be suffered by the Company for any reason attributable to the Service Member even after the loss of service membership.
 4. If the Company terminates the Agreement for any reason attributable to the Service Member, the Service Member shall immediately pay any and all amounts due and payable by the Service Member which may arise out of the Agreement or any other agreement with the Company, including the fees for additional services and any other amounts due and payable by the Service Member.

Article 10. Payment

1. The Management Member shall be responsible to pay the fees for the Service and any other amounts due and payable for the Service. However, the fees for additional services subscribed for by a Service Member and any other amounts due and payable by the Service Member shall be the responsibility of the Service Member in accordance with the important explanatory notes for additional services and other Individual Rules.
2. If there is any delay on the part of the Management Member in paying the fees or any other amounts due and payable by the Management Member or there is any dispute including the refusal to pay by the holder or payer of a bank account from which payment is made, the Company shall be entitled to suspend the Service or take any other action. The Service Member acknowledges and accepts that the said situation may cause inconvenience including the inability to use the service.

Article 11. Termination of this Agreement

1. If the use of the Service by the Management Member is restricted or suspended in whole or in part, the agreement between the Management Member and the

Company is terminated in whole or in part, or the Management Member's membership is canceled in accordance with the Agreement for the Asahi Net All Apartments Plan (applicable to Managers) or any other rules, the use of the Service by the Service Members, including the agreements for additional services, shall rightfully and simultaneously be restricted or suspended in whole or in part, the Agreement shall be terminated in whole or in part, or the Service Member's membership shall be canceled; provided, however, that the Service Members may continue to use the additional services subscribed for by them if they follow the process separately specified by the Company.

2. The Company shall not, under the preceding Paragraph, be liable in any way whatsoever for any loss or damage that may be caused to the Service Members, the Residents or any third parties.

Article 12. No Assignment of Rights and Obligations

1. Except as provided in the preceding Paragraph, a Service Member may not assign to any third party, cause any third party to assume, or pledge as collateral his/her contractual status, rights, or obligations arising out of this Agreement without the prior written consent of the Company.

Supplementary Provision

1. This Rule shall be implemented with effect from March 15, 2017.