

# Asahi Net Business Service User Agreement

Asahi Net, Inc.

## Article 1: Asahi Net Business Service User Membership

1. The Asahi Net Business Service (hereinafter referred to as "Business Service") shall refer to Internet connection services offered by Asahi Net, Inc. (hereinafter referred to as "the Company") to businesses and organizations.
2. The Company reserves the right to make changes or additions at any time to the Business Service.

## Article 2: Business 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 Business Service member (hereinafter referred to as "Business Service member.") Business Service members, along with Family members and Individual members (as defined elsewhere), 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. Business Service members using the Company's Internet connection service shall receive from the Company an Internet connection membership identifier (Connection ID) and Connection password, as well as an Email membership identifier (Mail ID) and Mail password. Hereinafter "Connection ID" and "Mail ID" shall be called "ID", and "Connection password" and "Mail password" shall be called "password."
4. Issuance by the Company of an ID and password shall constitute acceptance of 2.1 above.
5. The Business Service 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: Persons responsible for membership

1. The person who makes the application for a Business Service shall be required to designate a person responsible for the Business Service membership.
2. Responsibility for the Business Service membership and use of the Company's Business Services lies with the person designated responsible for the Business Service membership.
3. Applications for pricing plan change, ID additions or deletions, optional services and their cancellation, cancellation of Business Service membership, etc. shall be carried out in accordance with the Company's methods by the person responsible for the Business Service membership, or the Business Service member's representative.

### Article 4: Use of the service

1. The Business Service member shall use the Company's Business Services at their own discretion.
2. The Company shall bear no responsibility for any loss caused by deeds of Business Service users using the Company's Business services.

### Article 5: Handling of personal information

Personal information provided by members to the Company to enable provision of the Business 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 member 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 a member's information based on a document inquiring about matters for investigation, etc.

#### Article 6: ID and password management

1. The Business Service member, person responsible for the Business Service membership and user of the Business services shall bear full responsibility for the proper maintenance of any ID and password issued by the Company.
2. 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 any ID and password.
3. Should any ID or password be forgotten, or the password stolen, the Business Service member or person responsible for the Business Service membership shall contact the Company promptly.

#### Article 7: Payment of fees

1. Business Service 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 Business Service member.
  - (1) Savings account transfer or automatic payment of Japan Post Bank account
  - (2) Invoice
  - (3) Other methods as determined by the Company
2. Fees may change at any time, with prior notification.
3. With regards to the Business Service provided by the business partner of the Company, Business Service 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 Business Service member fails to pay the fees and any other amounts due and payable after the payment due date, the Business Service 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 (Please read this)

The Business Service member, person responsible for the Business Service membership and user promises to refrain from the following kinds of actions and behaviors in their use of the Business User 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) Generally anti-social behavior and that which violates commonly accepted moral standards.
- (6) Activities which are illegal, or which push the limits of the law.
- (7) Activities which obstruct the operation of the Business Service, or threaten to do so.
- (8) Activities which jeopardize the condition of Internet, or threaten to do so.
- (9) Activities which obstruct the smooth operation of the Internet, or threaten to do so.
- (10) Activities which violate the terms of this agreement or the terms of use of optional services.
- (11) Engaging in any other acts which are determined by the Company to be inappropriate.

#### Article 9: Contract cancellation, membership termination and reparations

1. The Company reserves the right to suspend Business Services, cancel contracts entered into with the Business Service member or terminate Business Service membership without prior notification in the following cases. Any fees already paid by the Business Service member shall not be refunded. The said Business Service member shall pay immediately, the fees and other amounts due and payable to the Company.
  - (1) The Business Service member performs some action or engages in behavior which the Company judges to be in violation of Article 8 of this agreement.
  - (2) It is discovered that the Business Service member falsified information on its membership application.
  - (3) The Business Service member is late in paying fees and any other amounts due and payable.

- (4) The Business Service 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 Business Service member.
2. In the event that the Business Service member, person responsible for the Business Service membership or user 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, the Business Service member shall be held responsible for the payment of reparations to the Company, even after the cancellation of contract, or termination or cancellation of Business Service membership.

#### Article 10: Notification

1. Business Service 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 company name or organization name, address/telephone, person responsible for the Business Service membership, or payment method, etc.
2. The Company shall notify necessary matters to Business Service members via methods deemed appropriate by the Company, such as posting on Asahi Net's website, sending of emails, telephone, and so forth.

#### Article 11: Cancellation of Business Service membership

1. Business Service members are required to notify the Company of intent to terminate use of their Business Service by submitting a cancellation request to the Company during the calendar month prior to the final month for which membership is required, using one of the methods of notification specified by the Company. Cancellation becomes effective after the last day of the final month of membership.
2. When Business Service membership is terminated, fees, etc. paid up until that time shall not be refunded.

## Article 12: Suspension of Business Services or optional services

1. Although the Company shall endeavor to prevent outages of Business Services 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 Business 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 13: 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 Business Service or of optional services. In the event that the Business Service or an optional service is to be terminated, the Company shall notify members at least two months in advance.

## Article 14: Limitations on the Company's responsibility

1. The Company shall bear no responsibility for any loss or damage suffered by a Business Service member as a result of interruption of, or temporary or permanent stoppage of the Business Service or of optional services, for whatever reason.
2. The Company provides no guarantee that information received by a Business Service member through use of the Business 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 a Business service member, person responsible for the Business Service membership or user resulting from use of the Business Service or optional services.
4. If, through use of the Business Service or optional services, a dispute arises between a Business Service member, person responsible for the Business Service membership or user and another member or a third party, or a Business service member, person responsible for the Business Service membership or user causes loss or damage to be suffered by another member or by a third party, the Business service member, person responsible for the Business Service membership or user 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 14.1 and 14.3, should the Company suffer liability damages related to the use of the Business Service or an optional service by a Business Service 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 15: Sublease or transfer of rights

1. Business Service member shall not sublease, transfer, serve as collateral or loan the right to use the Business Service or an optional service.
2. In the event that the Company determines it necessary, such as when a Business Service 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 Business Service 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 Business Service member shall give prior consent to the foregoing.

#### Article 16: Applicability of this agreement

In the event that a Business Service 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 17: Scope of, and changes to, this agreement

1. Any additional rules or regulations of which the Company informs Business Service members, persons responsible for the Business Service membership or users 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 Business Service member, person responsible for the Business Service membership or user shall be deemed to have consented to the update.

#### Article 18: 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 a Business Service member, responsible person or user 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 KANI 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.

\* This is a translation of the original *Asahi Net Business Service User Agreement* in Japanese. If there is any conflict between the original and the translation, the original shall prevail.