

b-mobile Terms of Use (VISITOR SIM-excerpted version) ver.1.1

Chapter 1 General Rule

Article 1 (Applicable Terms of Use)

1. This Terms of Use shall provide conditions of use for b-mobile products (hereinafter referred to as the “Product”) provided by Japan Communications Inc., (hereinafter referred to as “the Company”). Please read the terms of use carefully to ensure that you understand each provision before using the Product. Users shall be deemed to have consented to the terms of use on the date the users start using the Product.
2. Use of the Product is subject to compliance with the Terms of Use (not only a contractant but also a user other than the contractant shall be subject to compliance with the Terms of Use. However, in the nature of some provisions, there are provisions that apply only to a contractant).
3. The Company may modify the Terms of Use at any time. In the case of the foregoing, use of the Product shall be subject to compliance with the modified Terms of Use.
4. The Company shall publish the Terms of Use and any modifications to the Terms of Use on the website operated by the Company (hereinafter referred to as “the Company’s website”).
5. Use of any updated service for the Product shall also be subject to compliance with the Terms of Use unless otherwise provided for in relevant updated service documentation.

Article 2 (Product Types)

1. The Product has following types.

Types	Detail
b-mobile (4G and 3G Products)	<p>Packaged products of Data communications by LTE network or third-generation mobile phone network, the Internet connection, voice service, SIM card, connection software and the Company's device. (Products are classified into as follows depending on the contents of the Product)</p> <p>Voice service, the Company's Device and connection software are included only in the following products out of below Products.</p> <p>Voice service: (1)②, (4)①,③, and(5)</p> <p>The Company's Device and connection software:</p>

	<p>(1)①,②,.④ (2)②,and (3)②</p> <p>(1) Hourly Product (the Product can be used for a predetermined number of hours (hereinafter referred to as the “available service time”) for a specified period from the starting date (hereinafter referred to as the “maximum service period”))</p> <p>① (omission)</p> <p>② (omission)</p> <p>③ A Product that a User shall prepare own device to use (hereinafter referred to as “SIM Product”) (b-mobile Taiwan VISITOR SIM 5hours Package · other (omission))</p> <p>④ (omission)</p> <p>(2) Volume Product (the Product can use a specified amount of communications traffic during the maximum service period)</p> <p>① SIM Product (b-mobile VISITOR SIM 1GB Prepaid · other (omission)</p> <p>② (omission)</p> <p>(3) Unlimited Product (the Product can be used without restrictions for a predetermined period from the start date)</p> <p>① SIM Products (b-mobile VISITOR SIM 14 days Prepaid, b-mobile Taiwan VISITOR SIM 5days Package · other (omission))</p> <p>② (omission)</p> <p>(4) Monthly charged Products (omission)</p> <p>(5) Combination of monthly charged and communication traffic charged Products. (omission)</p> <p>(6) BTO type Products (omission)</p>
Data communication option service	(omission)
Mobile IP phone service	(omission)
b-mobile (PHS product)	(omission)

2. The Terms of Use shall apply according to contents of the Products described in the preceding paragraph (there are provisions not applicable to certain Products).

Article 3 (Definitions)

The following definitions shall apply for all purpose of the Terms of Use.

Term	Definition
Mobile service provider	A Mobile service provider who has entered into interconnection agreements to provide wireless data communications and circuit switching voice services, or any other agreements with the Company (including PHS provider).
Wireless data communication	Wireless data communication provided by a mobile service provider
Wireless LAN provider	(omission)
Wireless LAN communication	(omission)
IP phone provider	(omission)
Voice service	(omission)
Circuit switching voice service	(omission)
Voice option service	(omission)
Mobile IP phone service	(omission)
Charged month	(omission)
Universal service fee	(omission)
Device	Types of terminal facilities devices as prescribed in the rules on Technical Standards Conformity Approval of device (No.15 of the Ordinance of the Ministry of Internal Affairs and Communications, 2004).
The Company's device	(omission)
Personal device	A device provided by a user to use SIM Product.
SIM card	An IC card that is capable of storing a subscriber identification number and other information. SIM card shall be rented from the Company for use with the Product (except b-mobile PHS Product).
Contracting business operator	Electronic communications companies who have entered into interconnection agreements or any other agreements with the Company (including Mobile service providers, wireless LAN

	providers, and IP phone providers).
International electronic communications company	(omission)

Article 4 (Modification of the Contents of the Product)

1. The name of the Product and its contents are subject to modification without notice.
2. In the case of any such modification, the Company shall make an announcement on the Company's website.

Article 5 (Announcement from the Company)

1. When deemed necessary, the Company shall make an announcement of necessary information in relation to use of the Product on the Company's website.
2. When deemed necessary, the Company may contact each user who has registered as a user and who has registered subscriber information based on Article 9 (Application), Article 11 (Application), Article 15 (Application), or Article 58 (Voice Service Application).

Chapter 2 Start and End of the Service

Section 1 Hourly Products, Volume Products, and Unlimited Products

Article 6 (Start of the Service)

1. Users shall follow startup procedures specified by the Company when they start using Hourly Products, Volume Products, or Unlimited Products (hereinafter collectively referred to as "Hourly/Volume/Unlimited Products").
2. The starting date of Hourly/Volume/Unlimited Products shall be the date when users connect to the Internet by using Hourly/Volume/Unlimited Products after completing the startup procedure. However, the Company may provide procedures specific to a particular Product with that Product.
3. Certain Products of b-mobile SIM and b-micro SIM must be started up as prescribed in paragraph 2 of this Article during a period designated by the Company. If a user fail to start using said Product within the time frame designated by the Company, the Product will be unavailable.
4. When the prescribed procedure for continuation service has not been followed within the set period of time specified by the Company after the start date for designated Volume Products; the Company shall terminate the Product's service or terminate its service

contract.

Article 7 (Period of the Service)

Users may use Hourly/Volume/Unlimited Products as described below.

① Hourly Products

The available service time during the maximum service period.

② Volume Products

A specified amount of communications traffic (hereinafter collectively referred to as “available communications traffic”) during maximum service period.

③ Unlimited Products

Unrestricted use for a predetermined period from the starting date.

Article 8 (End of the Service)

1. Service for Hourly/Volume/Unlimited Products shall be terminated as described below.

① Hourly Products

When available service time has been consumed. However, if the maximum service period has passed, the service shall be terminated even if there is available service time left.

② Volume Products

When available communications traffic has been consumed. However, if the maximum service period has passed, the service shall be terminated even if there is available communications traffic left.

③ Unlimited Products

When the predetermined period of time from the starting date has passed.

2. Users may continue to use the Product when the service for Hourly/Volume/Unlimited Products has ended according to paragraph 1 of this Article by following instructions separately provided by the Company (however, users may not continue to use some of the Products due to the specifications of the Products). Furthermore, user must follow said instructions within a specified period of time after the termination of the service to continuously use the Product. Please see the Company’s website for more details.

3. Regardless of paragraph 2 of this Article, the Company may terminate the continuation of service after the end of Hourly/Volume/Unlimited Products service period. In such a case, the Company shall make an announcement on the Company’s website.

Section 2 Prepaid (charged) Products

(omission)

Section 3 Monthly charged Products
(omission)

Section 4 Combination of monthly charged and Volume Products.
(omission)

Section 5 BTO type Products
(omission)

Section 6 Data option service
(omission)

Section 7 Assignment of Ownership Rights (Changing of Name)

Article 18 (Assignment of Ownership Rights (Changing Name))

1. Users of Hourly/Volume/Unlimited Products can assign ownership rights by following the procedure specified by the Company. The foregoing, however, shall not apply to BTO type Products and Volume/Unlimited Products that the Company stipulates different treatments as the specifications of the Products.
2. Users of prepaid Products, monthly charged Products, and combination of monthly charged and Volume Products, cannot assign an ownership right; and users cannot demand change of name.

Chapter 3 Fee

Section 1 Hourly Products, Volume Products, and Unlimited Products

Article 19 (Lump-Sum Payment of Service Fee)

Hourly/Volume/Unlimited Products must be paid in a lump-sum (available service time during the maximum service period for the Hourly Products; available communications traffic during the maximum service period for Volume Products; a specified service period for Unlimited Products). With regard to Hourly/Volume/Unlimited Products, the Company shall not issue refunds in any circumstances.

Section 2	Prepaid (charged) Products (omission)
Section 3	Monthly charged Products (omission)
Section 4	Combination of monthly charged and communication traffic charged Products. (omission)
Section 5	BTO type Products (omission)
Section 6	Data option service (omission)

Chapter 4 Service Rule

Article 32 (User Registration)

1. In order to use support services, users must register pursuant to instructions separately provided by the Company (hereinafter referred to as "User Registration"). This shall not apply to users who have registered subscriber information based on Article 9 (Application), Article 11 (Application), Article 15 (Application), or Article 58 (Voice Service Application). This exception to User Registration will apply to paragraph 2 of Article 32 through Article 34 (Handling of the User Information).
2. If a user who has not registered tries to use support services, the Company may ask them to register prior to providing support.

Article 33 (Change of User Registration)

1. If a user changes name, address, email address, or other User Registration information, it is their responsibility to promptly update the User Registration information.
2. All notices from the Company shall be made based on User Registration information and it shall be regarded as sufficient. The notice shall be deemed to have reached the user at the time when the notice would have normally arrived.
3. It is a user's responsibility to update the User Register information in advance when they

assign or lend the Product to a third party.

Article 34 (Handling of the User Information)

1. The Company shall have the duty to manage the User Registration information (hereinafter referred to as “User Information”) with due care.
2. The Company may use the User Information for purposes listed below. Users shall be deemed to have consented to each item listed.
 - ① In case the Company contacts users to inform them of additions or changes to the Product, or to make emergency contact by mail or email.
 - ② In case the Company conducts research for Product development; to use the results for analysis within the Company or to provide the results for analysis to a third party after masking any individual identification.
 - ③ In case the Company is required to use or provide the information under the applicable laws and regulations.
 - ④ In case a user gives prior consent.

Article 35 (Support Service)

1. The Company shall provide the users with support service for the Product during the service period.
2. When the Company provides users with support information, the Company shall make an announcement on the Company’s website or contact each user directly, based on the relevant circumstances.

Article 36 (Principle of Self-Responsibility)

1. Users shall assume responsibility for their actions and for the outcomes of using the Product.
2. In the case where a third party suffers damages in connection with the usage of the Product by a user, the user shall assume the responsibility of the damages and shall not seek restitution from the Company.

Article 37 (Management of ID Information)

1. Users shall be responsible for managing ID, password, or other information sufficient to identify users’ right to use the Product (hereinafter referred to as “ID information”). In the case where a user is a corporation or an organization, the ID information shall apply to one Product; and it shall be managed by a corporation’s or an organization’s person in charge.

2. Users shall not let others use, share, trade, assign, nor lend the ID information.
3. Users shall be responsible for management and use of ID information. The Company shall accept no responsibility for any errors in the use of ID information or any users' loss suffered due to the unauthorized use by others regardless of the users' intention or negligence.
4. Users shall be deemed to have used the Product when it is used with the user's ID information.
5. Simultaneously use of a user's ID information by the user and a party other than the user, or use of users' ID information solely by parties other than the user may prevent the Product from functioning properly.

Article 38 (Prohibited Matter)

1. Users shall not perform any of the acts listed below when using the Product.
 - ① An act of disregard for others' (including the Company; hereinafter the same rules shall apply) intellectual property right or other rights.
 - ② An act of disregard for others' property, privacy, or portrait rights
 - ③ An act of mental abuse, defamation, slander, or libel.
 - ④ An act of fraud or other criminal acts, like business interference, or an act that incites or encourages such acts.
 - ⑤ An act of transmitting or posting any files falling under the categories of obscenity, child porn, or child abuse.
 - ⑥ An act of establishing or soliciting a Ponzi scheme.
 - ⑦ An act of defacing or deleting information that might be accessible from the Product, like a website.
 - ⑧ An act of using the Product while impersonating another (including an act of unauthorized use of another user's ID information or an act of interfering with an email header to masquerade as someone else).
 - ⑨ An act of sharing one's own ID information with others, or putting the ID information in a state in which others may be able to access it.
 - ⑩ An act of sending a computer virus or other harmful computer programs; or leaving such programs in a state in which others may receive them.
 - ⑪ An act of advertising or other postings on message board (including the Internet Newspaper, mailing list, chat) against the administrator's permission.
 - ⑫ An act of sending an advertisement or solicitation letter without the receiver's consent.
 - ⑬ An act of sending mail that a receiver feels or might feel repulsion (hate e-mail)

without the receiver's consent.

- ⑭ An act of accessing other's facilities or devices without authorization.
 - ⑮ An act of using the Product in a way that causes server load, which is administered by others; or an act of disturbing such operation.
 - ⑯ An act of posting a link knowing that the action falls under any of those listed in the preceding items in a way to foment such action.
 - ⑰ An act violating the law or public policy; or disregarding other's rights in a significant way.
 - ⑱ An act that is likely to fall under those listed in the preceding items.
 - ⑲ An act that the Company deems unsuitable.
2. The inclusion of the preceding paragraph shall not impose a duty on the Company to monitor or delete the information to keep users from acting in a prohibited matter. The Company assumes no responsibility whatsoever for any damages to a third party even in a case where the damage is due to the Company's failure to monitor or delete a user's actions prohibited by the preceding paragraph.

Article 39 (Other Internet Services)

1. Users shall not perform any of the acts listed in Article 38 (Prohibited Matter) paragraph 1 when accessing Internet services (like websites) that are managed and administered by someone other than the Company (hereinafter referred to as "Other Internet Services") using the Product. When the administrator of Other Internet Services provides a precautionary statement associated with such service, users shall comply with its precautionary statement.
2. The Company assumes no responsibility for Other Internet Services.
3. Users shall consent to apply Article 36 (Principle of Self-Responsibility) when using Other Internet Services.
4. The Company does not guarantee that users can access all websites available on the Internet by using the Product.

Article 40 (Maintenance Responsibility for User's Facility)

Users shall maintain the necessary device or PC to use the Product at their own expense and responsibility.

Article 41 (Copyright)

1. Users shall confirm that copyright, trademark, trade name, technology, or any other rights pertinent to software, manuals, and other information (hereinafter referred to as

“Software”), including but not limited to video, picture, voice, and documents that the Company provides to users regarding the Product’s use, belong to the Company, or the third party who provided Software to the Company.

2. Users shall use the Software only for personal use. Users shall not make a copy of Software other than for personal use, post the Software online, or let a third party make a copy of the Software by public transmission.
3. Users shall delete the Software promptly upon the end of the service.
4. If any disputes arise in violation of the provisions of this Article, users shall assume the responsibility for the damages and shall not seek restitution from the Company.

Chapter 5 Suspension, Termination, and Cancellation of Service

Article 42 (Suspension of Service)

1. The Company may suspend the service for any of the following reasons:
 - ① Due to inevitable reasons such as the Company’s telecommunications facilities maintenance or construction.
 - ② When restricting telecom use based on Article 51 (Restriction of Telecom Use) or Article 52 (Restriction of Airtime)
 - ③ When restricting telecom use based on mobile service provider’s rules and regulations.
 - ④ When restricting telecom use based on Wireless LAN provider’s rules and regulations.
 - ⑤ When restricting telecom use based on IP phone provider’s rules and regulations.
2. The Company shall notify users pursuant to Article 5 (Announcement from the Company) when suspending service under the provisions of the preceding paragraph. However, this shall not apply in an emergency.
3. Hourly/Volume/Unlimited Products’ service period shall not be changed even where the service has been suspended pursuant to this Article (service period will not be suspended during the suspension of service).
4. Users shall be charged Monthly charged Products’ service fees (monthly basic fee, monthly fee of universal service, and other monthly charged fees (hereinafter referred to as “monthly basic fee, etc.”) and voice option service fee (fee-based service)) and charged Products’ monthly fees even where the service has been suspended pursuant to this Article.

5. The Company shall not refund all or part of the Products' fee nor indemnify users for suspension of service under this Article.

Article 43 (Suspension of Service Requested by a User)

1. When requested by a user in the prescribed manner, the Company will temporarily suspend a Product's service without diverting the relevant number to other users (hereinafter referred to as "temporary suspension").
2. A user wishing to reactivate a line that is under temporary suspension pursuant to the preceding paragraph shall request reactivation in the prescribed manner.
3. The temporary suspension of the service or its cancellation shall be completed after a certain period from the time the Company receives such a request from the user. The user shall be charged for the service fee accrued from the time temporarily suspension was requested until the time such procedure is completed regardless of whether the user used the service or not (consumed available service time or available communications traffic for Hourly Product or for Volume Product; subtracted charge balance for charged Product; overtime rate for monthly charged Product).
4. The Company shall notify the user according to paragraph 2 of Article 5 (Announcement from the Company) when the temporary suspension or cancellation has been completed pursuant to the provisions of the preceding paragraph.
5. Hourly/Volume/Unlimited Products' service period shall not be changed even when the service is under temporary suspension (service period will not be suspended during the temporary suspension).
6. Users shall be charged with Monthly charged Products' service fees (monthly basic fee, etc. and voice option service fee (fee-based service)) and charged Products' monthly fees even where the service is under temporary suspension.

Article 44 Termination of Service

1. The Company may terminate relevant Products' service as specified in the Product specification or when any of the following occurs:
 - ① When a user does not make a payment of the relevant Product's fee or other obligations after a due date has passed (including when a user does not make a payment pursuant to the manner of payment specified by the Company; and when the Company cannot confirm the payment that has been made after a due date).
 - ② When any of the contents of the application form are not true for the relevant Product.

- ③ When the prescribed procedure for continuation service has not been followed for specified Products in paragraph 4 of Article 6 (Start of the Service) and paragraph 6 of Article 11 (Application).
 - ④ When a credit line specified under paragraph 3 of Article 25 (Payment Method) cannot be set for specified Products in paragraph 2 of Article 11.
 - ⑤ When a user is in violation of the provisions of Article 59 (Change of Name) or when any of its contents are not true.
 - ⑥ When a user does not comply with identity verification specified in paragraph 4 of Article 79 (Handling of Personal Information).
 - ⑦ When a user uses a SIM with a device that does not comply with technical standards, in violation of Article 48 (Personal Devices).
 - ⑧ When a user has committed the prohibited acts described in the Terms of Use.
 - ⑨ When a user has committed an act that interferes with the Company's business or telecommunications facilities, or an act likely to interfere with the foregoing.
 - ⑩ When the Product has been used in a way that will have a significant adverse effect on other users.
 - ⑪ When the Product has been used in violation of the law.
 - ⑫ When a user has not used any Wireless data communication with the Product for one year.
2. As a general rule, the Company shall not notify a user when terminating the service pursuant to the provision of the preceding paragraph. However, the Company may notify the user if the Company has the user's contact information.
 3. Hourly/Volume/Unlimited Products' service period shall not be changed even where the service has terminated pursuant to this Article (service period will not be suspended during the termination of the service).
 4. Users shall be charged with Monthly charged Products' service fees (monthly basic fee, etc. and voice option service fee (fee-based service)) and charged Products' monthly fees even where the service has terminated pursuant to this Article.
 5. The Company will not refund all or part of the Products' fee nor indemnify users for termination of service pursuant to this Article.

Article 45 (Termination of Service Contract by the Company)

1. The Company may terminate the service contract with any user who performs any of the acts contained of paragraph 1 of Article 44 when the user does not remedy the situation.
2. Notwithstanding the provision of preceding paragraph, the Company may terminate a

- service contract without terminating the service when a user performs any of ① to ⑫ of paragraph 1 of Article 44 and significantly interferes with the Company's business.
3. The Company may terminate the service contract pursuant to the Company's prescribed standard if a user loses membership of a credit card that the user has registered; when the credit card expires; when a user has maxed-out the credit card; or when a user cannot make a payment with a credit card for any other reasons.
 4. With regard to mobile IP phone service for Smartphone, when the charged amount does not meet the minimum standard on the certain date, (hereinafter referred to as "base date") the Company shall terminate the service contract after a certain period has passed.
 5. With regard to any other Products specified by the Company, the Company shall terminate the service contract when the total communications traffic for a certain period falls below a standard predetermined by the Company.
 6. The provisions of Article 44 paragraph 2 and 3 shall apply when the Company terminates the service contract pursuant to this Article.

Chapter 6 Device and SIM card

Article 46 (User's Obligation for Using Device)

1. Users shall comply with technical standards specified by the Telecommunications Business Act, the Radio Act, and any other applicable laws and regulations (hereinafter referred to as "technical standards") when using a device.
2. Users shall comply strictly with the followings when using a device.
 - ① Users shall not detach, modify, disassemble, break, or connect a line or conductor to a device. However, this shall not apply where the device needs to be protected because of a natural disaster or for other unavoidable reasons.
 - ② Users shall not intentionally leave a device hooked up with a connected line unattended. Users shall not commit an act that interferes with transmission and switching of connection.
 - ③ Users shall not read, change or delete the numbers or any other information registered in a device.

Article 47 (Repair of the Company's Device)

If a user cannot use the Company's device or SIM card for connection due to the failure or breakage of the Company's device or SIM card, the user has a right to demand repair

of the Company's device or SIM card by contacting the Company's helpdesk. Repair methods and cost shall be subject to troubleshooting rules that are separately defined.

Article 48 (Personal Device)

1. Users shall prepare a Wireless data communication supported personal device that complies with technical standards when using a SIM.
2. Users shall stop using a Product with the user's personal device if the device does not comply with technical standards.

Article 49 (SIM card Rental)

1. SIM card included in b-mobile (4G and 3G Products) shall be rented from the Company.
2. Users who rent a SIM card shall have the duty to manage the SIM card with due care.
3. Users shall not modify the SIM.
4. Users shall not read, modify, or delete the number or any other information registered in the SIM.
5. Users shall return the SIM card promptly to the Company after the end of service.

Chapter 7 Wireless Data Communication

Article 50 (Communication District)

1. The Wireless data communication district shall be the communication district of the Mobile service provider. Wireless data communication can be performed only when a connected device is within the communication district. However, wireless data communication may not be performed in areas subject to weaker radio wave signals, such as indoors, basement parking areas, behind buildings, tunnels, or in mountain areas, even if a connected device is within the communication district.
2. In such a case, users shall not seek damages for wireless data communication connection failure except when the Company caused the situation intentionally or by gross negligence.

Article 51 (Restriction of the Connection Service)

1. The Company may restrict the connection temporarily when it is unavoidable due to technical, maintenance, or any other business reasons; or when Mobile service provider restricts the connection service based on the provision of the Mobile service provider's contract for providing telecommunications service or such provision of any contract between the Company and the Mobile service provider.

2. In such a case, users shall not seek damages for connection service restriction except when the Company caused the situation intentionally or by gross negligence.

Article 52 (Restriction of Airtime)

1. In addition to the case prescribed in the preceding Article, the Company may restrict airtime or connection service in certain areas to control congestion.
2. In such a case, the Company may take measures to stop all connection services (including the measures to stop the connection service in certain areas) except for mobile radio equipment (only where the Company or the Mobile service operator have agreed with such organizations) used by organizations who have been designated by the Minister of Internal Affairs and Communications pursuant to the provision of the Ordinance for Enforcement of the Telecommunication Business Act, to give certain contents of the communication preference (communication necessary to prevent a disaster; to rescue from a disaster; to secure transportation, communication, or electrical power supply; for the maintenance of discipline; in the event of a natural disaster, incident, or other emergency; when any of the previous are likely to occur; and communication that includes a matter of urgency of public interests).
3. The Company may sever communication when airtime exceeds certain period of time or when communication capacity exceeds certain amount.
4. To ensure equity among the users and to smoothly provide the wireless data communication, the Company may restrict the data transmission speed or conduct network traffic control for continuous large data communications like file exchange (P2P) applications or video replay.
5. In the case of the provisions of the preceding four paragraphs, users shall not seek damages for restriction of the airtime.
6. The Company may collect, analyze, or store the communication information to restrict the airtime stipulated in this Article.

Article 53 (Measurement of Airtime)

The method for determining wireless data communication airtime shall be as follows.

- ① The airtime shall begin when a sender or a receiver is enabled to communicate by connecting both lines (if the communication is a manual connection communication and designates a receiver, the airtime shall begin at the time the sender is enabled to communicate with the receiver); and end when a sender or a receiver received end-of-call signal and disabled to communicate. The airtime shall be measured by the Company's device

(including the device of contracting business operator).

- ② However, the airtime shall be determined according to the rules and regulations separately stipulated by the contracting business operator when the communication has been temporarily restricted (where the connection has been temporarily restricted pursuant to Article 51 (Restriction of Connection Service), when the restriction has notified) due to grounds not attributable to the sender or the receiver like contracted line failure.

Chapter 8 Wireless LAN Communication (omission)

Chapter 9 Voice Service (omission)

Chapter 10 Repair and Maintenance

Article 69 (the Company's Responsibility for Maintenance)

The Company shall maintain the Company's telecommunications facilities in conformity with rules and regulations of commercial telecommunications facilities (No. 30 of the Ordinance of the Ministry of Posts and Telecommunications, 1958).

Article 70 (Repairs or Restoration)

1. The Company shall promptly repair or restore telecommunications facilities installed or maintained by the Company that have broken down or have been damaged. However, the Company does not guarantee the repair or restoration within 24 hours of the breakdown or damage.
2. Upon installation, repair, or restoration of telecommunication facilities, the Company shall not be liable to compensate for the damages that result in change or loss of contents of messages that are stored in telecommunications facilities; provided, however, that this shall not apply if the Company, intentionally or by gross negligence, caused the damage.

Article 71 (Warranty Limitation)

1. With regard to wireless data communication service using the Product, the Company cannot guarantee the quality of communication with telecommunications facilities that are connected through points of interface except for the Company's telecommunications facilities.
2. The Company cannot guarantee the quality of communication when using the wireless LAN communication with the Product.
3. The Company cannot guarantee that the Product is free from defects because of the highly-complicated technical level of the Internet, computers, telecommunication line infrastructures, and networks.

Chapter 11 Compensation for Damages

Article 72 (Damages derived from Unavailability of Wireless Data Connection)

1. With regard to wireless data connection offered, the Company shall compensate users for damages caused by unavailability of wireless data connection by extending the user's service period only when wireless data connection is completely unavailable (including the situation where all connection is substantially hindered and is nearly equal to completely unavailable) due to grounds attributable to the Company, and only when such unavailability continues for more than 24 hours from the time Company learned of its status.
2. The service period extension described in the preceding paragraph shall be equal to the period in which wireless data connection was unavailable. However, if a user proves that the service period extension should be more than the period in which wireless data connection was unavailable to compensate for damages, the Company shall compensate the damage by extending the user's service period for more than what the Company originally intended to give.
3. When the Company cannot offer wireless data connection due to grounds attributable to the Mobile service provider, and the Company is compensated for the loss by the Mobile service provider; the Company shall rectify the damages to users by allocating the compensated amount, after converting the service period, to all users who could not use wireless data communication during that period.
4. The provisions of the preceding three paragraphs of this Article shall not apply when the outage is caused by the Company's intentional act or by gross negligence.
5. The Company shall not be liable when a user cannot use wireless data communication

due to a natural disaster, incident, network failure of unknown cause, or any other act of God.

Article 73 (Damages derived from Unavailability of Wireless LAN Connection)

(omission)

Article 74 (Damages derived from Unavailability of Voice Service)

(omission)

Article 75 (Consequential Damages derived from Use of Product or Unavailability of Service)

1. With regard to the information (including computer programs) users have obtained by using the Product, the Company shall not guarantee its quality, completeness, accuracy, compatibility of particular purpose, usefulness, or absence of viruses. The Company shall not be liable for the damages due to a third-party service.
2. The Company shall not be liable for the damages due to corruption, loss, or divulging of information, except when the Company caused the damages intentionally or by gross negligence.
3. The Company shall not be liable for a user's lost earnings, loss of confidential information, loss of business interruption, personal injury, intrusion of privacy, or any other pecuniary and non-pecuniary damages, loss, or expense due to the Product's failure or defects, availability or unavailability of the Product, or support service provided or not provided, except when the Company caused the damages intentionally or by gross negligence.

Article 76 (Maximum Amount of Compensation)

In all cases where the Company bears the liability for damages, the scope of the compensation shall be limited to general damages actually incurred to a user and the maximum amount shall be the amount the Company received from the user by the time the damage occurred. However, this shall not apply when the Company intentionally or by gross negligence causes the damage, or where it is stipulated as per paragraph 3 of Article 72 (Damages derived from Unavailability of Wireless Data Communication).

Chapter 12 Support

Article 77 (Support)

1. The Company shall provide technical support for the Product during the service.
2. Except for what is provided for in the preceding paragraph, the Company shall not be obligated to provide any technical services including but not limited to maintenance, debugging, or updating.
3. The Company shall reserve the right to terminate services for the Product including but not limited to updating.
4. Except for general technical information of the Product, the Company shall not be obligated to provide any technical information to users.

Article 78 (Collecting Information)

1. The Company may collect and use the information necessary to provide technical support for the Product. The Company may not be able to provide a user with proper technical support if the user fails to provide adequate information.
2. With regard to the information collected from users under the preceding paragraph, the Company may use the information for technical support, identity verification associated with the Company's service, after-sales service, promotion of new products or campaign information, and research for product development and improving service. However, such information shall not be tied to any information that would personally identify an individual user.

Chapter 13 Miscellaneous Provisions

Article 79 (Handling of Personal Information)

1. The company shall have the duty to manage the provided subscriber information under Article 9 (Application), Article 11 (Application), Article 15 (Application), and Article 58(Application for Voice Service); and the user information provided under Article 32 (User Registration) with due care (hereinafter collectively referred to as "subscriber information").
2. Except when required to disclose under the applicable laws and regulations, the Company shall use the subscriber information only for purposes stated below and shall not disclose any subscriber information to a third party.

① For the purpose of preventing improper use as stipulated under Act for

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 2005) (hereinafter referred to as “Mobile Phone Improper Use Prevention Act”).

- ② For the purpose of collecting monthly service fee for the Product.
 - ③ For the purpose of providing support service smoothly.
 - ④ For the purpose of informing additions or changes of the Product; or for the purpose of contacting by email or by mail in emergency situation.
 - ⑤ For the purpose of researching trends of use for product development; and use of the results of analysis within the Company or provide the results of analysis to a third party.
3. The Company shall retain subscriber information not only during the service period but for 3 years (5 years in the case stipulated in paragraph 1 of Article 80 (Notice of the Information to other Telecommunication Corporation)) after the day of the termination of the service contract.
 4. When requested identity verification (Article 9 of Mobile Phone Improper Use Prevention Act. Hereafter the same shall apply in this Article), the Company may perform an identification confirmation of a user. In such a case, the user shall comply with the identity verification by the time specified by the Company.

Article 80 (Notice of the Information to other Telecommunication Corporation)
(omission)

Article 81 (Contract with Mobile Service Provider)

With regard to using the Product, users shall accept that the user enters into a connection agreement with the Mobile service provider and such agreement may be cancelled due to suspension of the service. In such a case, the Company shall handle the subscription and cancellation of the connection agreement. Users do not need to go through any special procedures.

Article 82 (Discontinuing the Product)

1. The Company may discontinue all or part of the Products due to change of technological specification.
2. When discontinuing the Product pursuant to the preceding paragraph, the Company shall give users advance notice in the manner prescribed by Article 5.

Article 83 (Separation)

In case part of the Terms of Use is found invalid and non-binding, the rest of the Terms of Use shall be valid and binding and is not affected by the invalidation of part of the Terms of Use.

Article 84 (Governing Law)

The terms of use shall be construed and all questions relating thereto shall be determined in accordance with the laws of Japan.

Article 85 (Consultation)

Any question arising between the Company and users hereto in relation to this Product or the Terms of Use, shall be settled upon consultation between both parties.

Article 86 (Court of Jurisdiction)

The Company and users shall agree that the Tokyo District Court shall have exclusive jurisdiction over any dispute arising between the Company and users hereto in relation to the Product or the terms of use.