

# O.N.I. Hikari Terms of Use

## Article 1. Scope of Application, etc.

These Terms of Use (hereinafter called the “**Terms**”) shall stipulate the terms and conditions for use of a constant internet connection service (hereinafter called the “**Service**”) provided by **O.N.I. Co., Ltd.** (hereinafter called “**Company**”) to its subscribers (hereinafter called “**User**” or “**Users**”) and apply to any and all uses of the Service by Users.

## Article 2. Change, etc. of Terms

Company may change, alter, modify or revise the Terms by giving written notice to Users, at least one (1) month prior to the date when such change, alteration, modification or revision becomes effective (hereinafter called the “**Effective Date**”).

If User uses the Service after such Effective Date, such User shall be deemed to have accepted such change, alteration, modification or revision.

## Article 3. Service

1. The Service called “**O.N.I. Hikari**” (hereinafter called the “**Service**”) is an internet service on the basis of the following plan.

- Simple plan with maximum communication speed of 1 Gbps or 100 Mbps

2. The provision of the Service shall be limited to the property (such as house or condominium) where Company may provide the Service. Further, if there is any event where Company considers that it may not provide the Service (including but not limited to the cases where any natural disaster occurs, Company significantly has technological difficulty in providing the Service or Company may not obtain an approval of any Type 1 Telecommunications Carrier for internet connections), Company may not provide the Service to User, as the case may be.

## Article 4. Monthly Usage Fees, etc. and Payment

1. The monthly usage fee for simple plan is 4,980 JPY (Japanese Yen) (excluding consumption tax) (hereinafter called the “**Fee**”).

2. The Fee shall be paid by User to Company in any of the following methods.

- a) Deduction or withdrawal from the bank account designated by User on 27<sup>th</sup> day of every month which is specified as the payment due date in the request form for account transfer;
- b) Payment by credit card on deduction or withdrawal date designated by the credit card company separately registered by User, as the payment due date;
- c) Payment on the basis of invoice or bill issued by Company to User.

The account transfer charge is 100 JPY (excluding consumption tax) and shall be borne by User. Company does not separately issue any invoice or receipt for such charge (such charge shall be added to the Fee). In the case of payment on the basis of invoice or bill, the handling fee for such payment is 300 JPY and shall be borne by User.

3. The Fee shall arise and be charged to User on and after the completion date of installation work to establish internet connections.

If User cancels the Service for a period of time from the date of conclusion of contract for use of the Service with Company (hereinafter called the “**Contract**”) to such completion date, no penalty, etc. shall be charged to User.

4. In the case of use of the Service for a period of time less than one (1) month, the Fee shall be calculated on a per diem (pro-rate) basis and be charged to User.

In the case of termination of the Contract, the Fee calculated for a period of time from the first day to the last day of the month of such termination shall be charged to User.

5. Even if the Contract is terminated for any reason, Company shall not refund to User any Fee already received from such User.
6. Company may change, alter, modify or revise the Fee by giving written notice to User, one (1) month prior to the date when such change, alteration, modification or revision becomes effective.
7. If User does not pay the Fee by the due date designated by Company, such User shall pay to Company the amount equivalent to 14.5% per annum of the Fee, as delinquent charge.
8. Company may entrust any third party to charge to User or to receive any payment from User, in relation to the claim of Company against such User on the basis of the Terms.

## **Article 5. Obligations and Prohibited Matters of User**

1. User shall comply with the Terms and any applicable laws and regulations in using the Service. If Company considers that it needs to investigate whether User breaches any provision of the Terms, Company may request such User to cooperate with such investigation and such User shall cooperate with such investigation.
2. User shall not conduct any of the following acts in using the Service.
  - (1) Infringement or potential infringement on copyrights, trademark rights or any other rights of Company or of any third party which are used in connection with the Service;
  - (2) Breach of the Terms;
  - (3) Breach of “Telecommunications Business Law”, “Mobile Phone Improper Use Prevention Act” or their related laws and regulations of Japan;

- (4) Breach of any other laws and regulations, or offense to public order and morals;
- (5) Addition of any part or component to, or modification, disassembly or destruction of, or damage to any telecommunications equipment or any other devices (hereinafter collectively called the “**Rental Equipment, etc.**”) installed by Company for the provision of the Service;
- (6) Infringement on ownership of Company in relation to the Rental Equipment, etc., such as sublease, transfer, assignment or offer as collateral of such Rental Equipment, etc. to any third party. However, if any guest or lodger uses such Rental Equipment, etc. at the accommodations provided by User such as vacation rental (renting private house or room), such use shall not fall under “sublease to a third party”;
- (7) Any other act which Company considers inappropriate or improper on reasonable grounds.

## **Article 6. Stoppage of Service**

1. Company may stop the provision of the Service to User in order to provide fair and equitable use of telecommunications to all Users, if such User conducts any of the following acts.
  - (1) Breach of applicable laws and regulations, or act which may give damage to any third party or Company, such as uploads of any harmful programs;
  - (2) Dominance of telecommunication lines, such as network games or long-time video downloads;
  - (3) If User does not stop an act, even though Company requests User not to conduct such act;
  - (4) If User does not pay any Fee or delinquent charge to Company after its payment due date;
  - (5) If User changes his/her address for use specified in the application form for the Contract;
  - (6) If Company considers that it may not provide the Service to User for any other reason.
2. In the case of stoppage of the provision of the Service on the basis of the preceding paragraph, Company shall give prior written notice to User, unless Company considers that such stoppage is emergent and inevitable.
3. Company shall not be liable for any damage incurred by User or by any third party, due to any stoppage of the provision of the Service.

## **Article 7. Suspension of Service**

1. In any of the following cases, Company may suspend the provision of the Service to User.
  - (1) If such suspension is inevitable due to maintenance or work of telecommunications equipment;
  - (2) If any interference such as radio disturbance arises;
  - (3) If Company has difficulty in providing the Service due to the reason attributable to any Type 1 Telecommunications Carrier;
  - (4) If suspension of the provision of the Service is decided through mutual consultation by and between Company and the owner of the property where Company provides the Service.
2. In the case of suspension of the provision of the Service on the basis of the preceding paragraph,

Company shall give prior written notice to User, unless Company considers that such suspension is emergent and inevitable.

3. Company shall not be liable for any damage incurred by User or by any third party, due to any suspension of the provision of the Service.

#### **Article 8. Abolishment of Service**

1. Company may temporarily or permanently abolish all or part of the Service, as the case may be.
2. In the case of abolishment set forth in the preceding paragraph, Company shall give prior written notice to User, unless Company considers that such abolishment is emergent and inevitable.
3. Company shall not be liable for any damage incurred by User or by any third party, due to any abolishment of the Service.

#### **Article 9. Management or Return, etc. of Rental Equipment, etc.**

1. User shall maintain and manage the Rental Equipment, etc. with duty of care of a good manager, and return, for any reason, such Rental Equipment, etc. to Company in a way designated by Company after termination of the Contract.
2. If any defect is found in the Rental Equipment, etc., Company shall be liable only for replacement of such defective Rental Equipment, etc. with defect-free Rental Equipment, etc. If the Service is not available due to any other cause, Company shall confirm such cause and notify User of it.
3. User shall not conduct any of the following acts in using the Rental Equipment, etc. If User breaches any of them, such User shall compensate Company for any damage caused by such breach and such breach shall constitute the cause of termination of the Contract.
  - (1) Transfer, resale, analysis, modification, alteration, damage, destruction, loss, significant defacement (attachment of seal, cutting, coloring, etc.) or removal of attached seal, etc. of the Rental Equipment, etc.;
  - (2) Unauthorized or wrongful use of the Rental Equipment, etc. in breach of the Terms;
  - (3) Act which falls under any prohibited matter specified in the instruction manual of the Rental Equipment, etc.;
  - (4) Breach of "Telecommunications Business Law", "Mobile Phone Improper Use Prevention Act" or their related laws and regulations of Japan.
4. In the case of any loss, damage or theft of the Rental Equipment, etc., User shall immediately notify Company of such loss, damage or theft. Further, User shall be liable for any unauthorized or wrongful use of the Rental Equipment, etc., even though no intent or negligence of such User is found in such loss, damage or theft.

5. In the case of any loss, damage or theft of the Rental Equipment, etc., User shall pay to Company “repair fee or repurchase fee, etc. for Rental Equipment, etc.” separately designated by Company, as a repair fee or repurchase fee for such lost, damaged or thieved Rental Equipment, etc., unless such loss, damage or theft is attributable to Company.
6. User shall not purchase the Rental Equipment, etc. without prior written consent of Company.

#### **Article 10. Termination of Contract**

1. If User desires to terminate the Contract for the Service, such Contract shall be terminated at the time when Company has confirmed the notice given by such User in a way designated by Company.
2. In any of the following cases, Company may terminate the Contract without prior notice to User.
  - (1) If User breaches its cooperation obligation set forth in the first paragraph of the Article 5;
  - (2) If User conducts any prohibited act set forth in the second paragraph of the Article 5;
  - (3) If User falls under any of the items set forth in the first paragraph of the Article 6;
  - (4) If any false description by User is found in concluding the Contract with Company;
  - (5) If User breaches any of its obligations stipulated in the Terms;
  - (6) If any petition for bankruptcy, corporate reorganization or arrangement, or civil rehabilitation is filed against User or User files such petition on his/her own;
  - (7) If Company considers that there is any other inevitable reason for such termination.
3. In the case of termination in accordance with the preceding paragraph, Company shall not be liable to User for any refund of the Fee, compensation for damage or any other obligation.

#### **Article 11. Damages, etc.**

1. If User gives any damage to Company due to any reason attributable to such User in using the Service (including the cases where such User gives any damage to Company due to his/her breach of the Terms, or any equipment, etc. in relation to the Service is damaged by any act of such User), such User shall compensate Company for such damage incurred by Company.
2. If User gives any damage to any third party in using the Service, or if User has any dispute with any third party, such User shall solve such damage or dispute under his/her own responsibility and at his/her own expense and shall not place any obligation on Company. If any other User or any third party claims that Company is liable for such damage or dispute, such User shall solve such damage or dispute under his/her own responsibility and at his/her own expense and release Company from such claim or liability.

#### **Article 12. Disclaimer**

Company shall not be liable for any of the following items, since the Service is provided as an internet connection service for residential use under the responsibility of User.

- (1) Trouble or dispute arising from any transaction by User on the website in using the Service;
- (2) Failure of personal computer or leakage of personal information of User due to infection of any computer virus or spyware, etc. in using the Service;
- (3) Damage arising from any use of the Service for business purposes;
- (4) Failure of computer or leakage of personal information of User due to any external factor including natural disaster;
- (5) Trouble or problem arising from any stoppage or suspension of the provision of the Service.

### **Article 13. Assignment of Rights, etc.**

1. User may not assign or transfer any right or obligation under the Terms to any third party, without prior written consent of Company.
2. If User breaches the preceding paragraph, Company may terminate the Contract. Company shall not be liable for any damage incurred by such User, due to such termination.

### **Article 14. Provision of Various Services and Information**

User agrees in advance to the provision of various services or information from Company or from any other company partnering with Company, on the basis of the details specified in the Contract.

### **Article 15. Privacy Policy for Protection of Personal Information**

1. Company shall appropriately manage any and all personal information (hereinafter called the “**Personal Information**”) of User with duty of care of a good manager, in accordance with “Act on the Protection of Personal Information” of Japan.
2. Company shall not disclose or provide any Personal Information of User to any third party, except in any of the following cases.
  - (1) If Company obtains prior consent of User for such disclosure or provision;
  - (2) If any company partnering with Company provides various services or information to User;
  - (3) If any public agency or institution requires Company to disclose the Personal Information, on the basis of applicable laws and regulations;
  - (4) If any dispute or claim for damage compensation arises in relation to provision of the Service;
  - (5) If Company provides the Personal Information to its user support department, in order for such department to perform its operations necessary to provide the Service.
3. Company shall use the Personal Information of User for the purposes of providing various services (including but not limited to introduction of products or services or questionnaire survey), billing of the Fee or introducing services of Company’s group to User, and so on. Company shall not use the Personal Information for any purpose other than such purposes.

4. Company may, individually or all at once, as needed, send any notice to the contact address of User registered in Company in a way designated by Company (e-mail, phone or postal mail, etc.).

#### **Article 16. Protection of Confidentiality of Communications**

1. Company shall protect the confidentiality of any and all information handled by Company in connection with the provision of the Service, on the basis of the article 4 of “Telecommunications Business Law” and use such information only to the extent necessary for ensuring such provision.
2. In the case of any compulsory disposition on the basis of the article 218 of “Penal Code” of Japan or any other laws and regulations, Company shall not assume the obligations set forth in the preceding paragraph to the extent stipulated in such Code, laws and regulations or warrant.

#### **Article 17. Restrictions on Usage**

1. If any natural disaster, critical event or emergency situation arises or may arise, Company may, on the basis of the article 8 of “Telecommunications Business Law”, restrict any use of the Service by User, for prevention of disaster, rescue, ensuring traffic, communications or power supply, or for preferential handling of communications necessary for maintenance of public order or of urgent communications for any other public interest.
2. With respect to any content, etc. which may be prohibited or punished by applicable laws and regulations, etc., Company may restrict any view or access requested by User for such content, to the necessary extent, on the basis of the address list provided by any organization for creation and management of address list of child pornography designated by Company.
3. The restriction set forth in the preceding paragraph does not warrant any complete blocking of view or access relating to the child pornography. Further, even though User suffers any detriment or disadvantage in relation to the restriction set forth in the preceding paragraph (including the case without any restriction), Company shall not be liable for such detriment or disadvantage.
4. If any use of the Service by User falls under any of the following items, Company may restrict the communication speed of internet connections.
  - (1) If the communication volume by User exceeds the prescribed communication volume (non-disclosure information) of Company;
  - (2) If Company considers that such use by User may affect other Users, such as excessive use of large volume of communications.

#### **Article 18. Governing Law and Jurisdiction**

1. The Terms shall be governed by and construed in accordance with the laws of Japan.
2. The Terms and any dispute which may arise out of or in relation to the Terms shall be subject to the exclusive competent jurisdiction of the court which exercises its jurisdiction over the principal office of Company for the first (1<sup>st</sup>) trial.