IOWNet Terms and Conditions
January 16, 2025 Version
(For customers who completed their application on or after January 1, 2025)

Chapter 1: General Provisions

Terms 1 (Application of Terms and Conditions)
U-Net Co., Ltd. (hereinafter referred to as "the Company") has established these IOWNet Terms and Conditions (including the special Terms set forth in the appendix to these Terms and Conditions, hereinafter referred to as "the Terms and Conditions") and provides IOWNet (hereinafter referred to as "the Service") following upper terms and conditions.
2.The Service is subject to these Terms and Conditions and other individual and additional provisions (hereinafter collectively referred to as "Individual Provisions,etc."). In addition, In the event of any discrepancy between the Terms and Conditions and the Individual Provisions, etc., the Individual Provisions, etc. shall take precedence over the Terms and Conditions.
3. In the case of any inconsistency between the Terms and Conditions and the Individual Provisions,etc..., the Individual Provisions shall prevail over the Terms and Conditions (hereinafter referred to as the “Service Use Agreement”).

Terms 2 Definitions of Terms
In these terms and conditions, the following terms have the following meanings:

Terms	Definitions
1.Telecommunications equipment	Machine, equipment, lines, and other electrical facilities for telecommunications.
2.Telecommunications service	The provision of telecommunications services by using telecommunications facilities to transmit or facilitate the transmission of communications for others, or otherwise making telecommunications facilities available for the communications of others.
3.IP communication network	Telecommunications line facilities used primarily for the transmission and switching of codes by means of the Internet Protocol for the main purpose of providing data communications (meaning transmission path facilities connecting a transmitting location and a receiving location, switching facilities installed as an integral part thereof, and ancillary facilities thereto; the same shall apply hereinafter).
4. IOWNet（this service）	Telecommunications services provided by the Company using an IP network.
5. Exchange Facilities at Service Locations	Switching facilities installed at the business premises or other locations of a specified telecommunications carrier for the provision of the Service (including equipment and other facilities connected to such switching facilities).
6. Applicant	A person who has applied to enter into a Service Agreement.

7. Subscriber	A person who has entered into a Service Agreement with the Company.
8. Subscriber Line	A telecommunications line installed between the switching facilities at a Service Location and the location designated by the Applicant under the Service Agreement.
9. Line Termination Equipment	Equipment installed by the Company or a Specified Telecommunications Carrier at the termination point of a Subscriber Line, excluding Terminal Equipment.
10. Termination Equipment	Telecommunications equipment connected to one end of telecommunications line facilities, where the location at which one part thereof is installed is within the same premises (including the same areas equivalent) or the same building as the location at which another part of that is installed.
11.Private terminal equipment	Terminal equipment installed by the subscriber
12. Private telecommunications equipment	Telecommunications equipment installed by persons other than Telecommunications Carriers, excluding Terminal Equipment.
13. Specified Telecommunications Carrier	East Japan Telegraph and Telephone Corporation or West Japan Telegraph and Telephone Corporation.
14. Technical Standards, etc.	The Regulations for Terminal Equipment, etc. (Ministry of Posts and Telecommunications Ordinance No. 31 of 1985 (Showa 60)) and the technical requirements for the connection of terminal equipment, etc.
15. Consumption Tax Equivalent Amount	The total amount of consumption tax imposed pursuant to the provisions of the Consumption Tax Act (Act No. 108 of 1988 (Showa 63)) and laws and regulations relating thereto, and local consumption tax imposed pursuant to the provisions of the Local Tax Act (Act No. 226 of 1950 (Showa 25)) and laws and regulations relating thereto.
16. MDF Room	A common area in an apartment building where the Subscriber can use the Service, in which the MDF (Main Distribution Frame) is installed.

Terms 3 Amendments to the Terms and Conditions

The Company may amend these Terms and Conditions in any of the following cases:

(1) When the amendment to these Terms and Conditions is in the general benefit of the Subscriber.

(2) Where the amendment to these Terms and Conditions does not contravene the purpose of the Service Agreement and is reasonable in light of the necessity of the amendment, the

reasonableness of the amended provisions, the nature of the amendment, and other circumstances relating to the amendment.

2. When amending to these Terms and Conditions following to the preceding paragraph, the Company shall notify the Subscribers who will be affected by such amendment of the fact of the amendment, the contents of the amended Terms and Conditions, and the effective date thereof, no later than one month period to the effective date, by posting such information on the Company's website (URL: https://youhikari.co.jp) or by any other method separately specified by the Company. Unless otherwise specified by the Company, the amended Terms and Conditions shall become effective as of the effective date.

3. If a Subscriber uses the Service on or after the effective date of an amendment to these Terms and Conditions, the Subscriber shall be deemed to have agreed to the amended Terms and Conditions.

4. If the Company discontinues all or part of the Service for reasons attributable to the Company, the Company shall provide the notice specified in Paragraph 2. However, this shall not apply if a part of the Service that is outside the scope of the Company's responsibility is discontinued (such as where a telecommunications carrier providing a service that affects the configuration of the Service makes a change to its specifications) and it is not possible to provide such notice in advance.

5. Any notices and other communications that the Company provides to the Subscriber pursuant to these Terms and Conditions and the Individual Provisions, etc. (hereinafter referred to as “Notices, etc.” in this Article) shall be made by email, postal mail, courier delivery, posting on the Company's website, or any other method that the Company deems appropriate.

6. Where Notices, etc. are made by email, postal mail, or courier delivery, the Company shall send such Notices, etc. to the contact information registered with the Company by the Subscriber.

7. Notices, etc. shall become effective at the time the Company sends or dispatches an email or written document containing the relevant Notice, etc., or at the time such Notice, etc. is posted on the Company's website.

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Terms 4 (Formation of the Agreement)

The Service Agreement shall be formed when a person wishing to use the Service agrees to these Terms and Conditions, submits an application for the Service Agreement in accordance with the procedures separately specified by the Company, and the Company registers such Applicant as a user.

2. The Service Commencement Date shall be a date separately specified by the Company following completion of the line installation work by the Company, and the Company shall notify the Subscriber of the Service Commencement Date by a method deemed appropriate by the Company.

3. Unless otherwise provided, the Service Agreement shall remain in effect until terminated by the Subscriber or the Company in accordance with these Terms and Conditions.

Terms 5 (Contract Units)

The Company shall enter into one Service Agreement for each line accommodation unit or each Subscriber Line.

Terms 6 (Service Coverage Area)

The Service shall be provided within the service area separately specified by the Company.

Terms 7 (Acceptance of Applications for Service Agreements)

When the Company accepts an application for a Service Agreement, the Company shall notify the Applicant pursuant to Terms 3 (Amendments to the Terms and Conditions).

2.The Company may decline to accept an application for a Service Agreement if any of the following applies. In such a case, the Company shall not be obligated to disclose the reason for such non-acceptance.

(1) Where the person who has applied for the Service Agreement is not the same person as the person who has entered into the agreement for the Subscriber Line associated with the Service.

(2) Where it is technically extremely difficult to provide or maintain the Service.

(3) Where the Applicant is currently in default on, or is likely to default on, payment of the Service fees or fees relating to installation work.

(4) Where there is a risk that the Applicant may violate the provisions of Terms 40 (Subscriber Obligations Relating to Use).

(5) Where the Applicant is unable to obtain the consent of the owner or administrator of the relevant building to install and operate the Line Termination Equipment and the terminal equipment designated by the Company in the MDF Room.

(6) Where there are other circumstances that would materially interfere with the Company's operations.

Terms 8 (Change of Agreement)

The Subscriber may request a change to the type of Service in accordance with the procedures separately specified by the Company.
2. Upon receiving a request under the preceding paragraph, the Company shall handle such request in accordance with the provisions of Terms 7 (Acceptance of Applications for Service Agreements).

Terms 9 (Relocation of the Subscriber Line)

The Subscriber may request the relocation of the Subscriber Line only within the area specified in Terms 6 (Service Coverage Area).
2. Upon receiving a request under the preceding paragraph, the Company shall handle such request in accordance with the provisions of Terms 7 (Acceptance of Applications for Service Agreements).

Terms 10 (Changes to the Subscriber's Name, etc.)

If there is any change to the information notified to the Company at the time of the application for the Service Agreement, the Subscriber shall notify the Company without delay in the manner specified by the Company.
2. The Subscriber may not change the name registered with the Company, except where the Company approves such change, such as a change of surname due to marriage.
3. If the Subscriber requests a change to the terms of the Service Agreement, the Company may require the Subscriber to present documents certifying the facts relating to such request.
4. The Company shall not be liable in any way for any disadvantage suffered by the Subscriber due to the Subscriber's failure to make any of the notifications set forth in the preceding paragraphs.

Terms 11 (Succession to the Subscriber's Status)

In the event of succession to the status of the Subscriber by inheritance, merger, or corporate split, the heir or the corporation succeeding to the status of the Subscriber shall notify the Company by submitting the documents specified by the Company together with documents certifying such succession.
2. If, in the case set forth in the preceding paragraph, there are two or more persons who have succeeded to such status, they shall designate one of them as their representative in relation to the Company and notify the Company thereof. The same shall apply when the representative is changed.
3. Until the notification of a representative is made pursuant to the preceding paragraph, the Company shall treat one of the persons who have succeeded to such status as the representative.
Terms 12 (Prohibition of Assignment of Rights, etc.)

The Subscriber shall not, without the Company's consent, assign, grant a license to use, sell, or otherwise provide as security any rights held by the Subscriber in such capacity, including creating a pledge over such rights, to any third party.

Terms 13 (Termination of the Service Agreement by the Subscriber)

The Subscriber may terminate the Service Agreement by giving notice in accordance with the procedures specified by the Company.
2. Unless otherwise provided, the effective date of termination pursuant to the preceding paragraph shall be the date on which the removal of the switching facilities at a Service Location, Subscriber Line, and Line Termination Equipment necessary to terminate the provision of the Service has been completed.

3. If the Subscriber terminates a Service Agreement subject to a minimum contract period during such minimum contract period, the Subscriber shall pay a cancellation fee specified by the Company, unless otherwise provided.

Terms 14 (Termination of the Service Agreement by the Company)

The Company may terminate the Service Agreement in any of the following cases:
(1) Where the Service has been suspended for a Subscriber pursuant to the provisions of Terms 20 (Suspension of Service), and the Subscriber fails to remedy the circumstances giving rise to such suspension.
(2) Where, with respect to the Subscriber Line, etc. separately specified by the Company, the Company is unable to perform a line accommodation change (meaning changing the transmission path facilities relating to the Subscriber Line, etc. to other transmission path facilities designated by the Company; the same shall apply hereinafter) due to reasons such as the lack of available capacity in other telecommunications line facilities.
(3) Where there has been a change in the name of the Subscriber or a succession to the Subscriber's status.
(4) Where the Company is unable to complete the installation work by the date specified by the Company.
(5) Where the Company receives notification of the death of the Subscriber and confirms such fact.
(6) Where the consent specified in Terms 7, Paragraph 2, Item (5) has been revoked.
(7) Where the Subscriber has violated, or is likely to violate, an agreement with the Company other than the Service Agreement.

2.If the Subscriber falls under any of the items of Terms 20 (Suspension of Service), Paragraph 1, and the Company determines that such circumstance materially interferes with the Company's operations, the Company may terminate the Service Agreement without suspending the provision of the Subscriber Line, etc., notwithstanding the provisions of Terms 20 (Suspension of Service).
3.If the Company becomes aware that the Subscriber has filed for bankruptcy, civil rehabilitation, corporate reorganization, or any other similar proceeding, the Company may terminate the Service Agreement.
4.When the Company intends to terminate the Service Agreement pursuant to the preceding three paragraphs, the Company shall notify the Subscriber in advance. However, this shall not apply in cases of emergency or other unavoidable circumstances.
5. Even if the Subscriber suffers any damage as a result of the termination of the Service Agreement pursuant to Paragraphs 1 through 3 of this Terms, the Company shall not be liable in any way, and the Subscriber agrees to this.
6. In connection with the termination pursuant to Paragraphs 1 through 3 of this Terms, the Subscriber shall bear the costs required to restore any land, buildings, structures, or other property owned or occupied by the Subscriber.
7. Even if the Service Agreement is terminated pursuant to Paragraphs 1 through 3 of this Terms, the Subscriber shall be required to pay the installation fees specified in the attached Fee Schedule.
Terms 15 (Handling of Personal Information)

The Company shall appropriately handle the personal information provided by the Subscriber for the purpose of providing the Service (meaning “personal information” as defined in the Act on the Protection of Personal Information), in accordance with the Act on the Protection of Personal Information (Act No. 57 of 2003) and the “Privacy Policy / Handling of Personal Information” separately specified by the Company (https://youhikari.co.jp/privacy.html) (hereinafter referred to as the “Company Regulations”).
2. The Company shall use the Subscriber's personal information for the following purposes, in addition to the purposes specified in the Company Regulations:
(1) Provision of the Service to the Subscriber.
(2) Management of the Subscriber.
(3) Communication of matters necessary for the operation of the Service.
(4) Packaging and shipping of equipment and other items necessary for the use of the Service.
(5) Operations relating to billing of fees.
(6) Handling inquiries from the Subscriber.
(7) Distribution of email newsletters issued by the Company.
(8) Advertising, promotion, and solicitation of sales of services provided by the Company and third parties.
(9) Operations relating to the Service, including campaigns, sweepstakes, and surveys.
(10) Necessary research, surveys, and marketing analysis for new services.
3. The Company shall appropriately protect personal information in accordance with the Company Regulations and may disclose such personal information in the following cases: (a) where the Subscriber has provided consent; (b) where disclosure is required by laws or regulations, where disclosure is requested in connection with legal proceedings such as a criminal investigation, or where the Company receives an inquiry based on legitimate grounds from a public institution such as a consumer affairs center or bar association; or (c) where disclosure is necessary in connection with the succession of business due to a merger, business transfer, or other circumstances.
4. The Company may, in accordance with the Company Regulations, outsource all or part of its operations to a third party within the scope of the purposes of use specified in this Terms.
5. The provisions of this Terms shall remain effective even after the Service has ended.

Chapter 3 Terminal Equipment

Terms 16 (Provision of Terminal Equipment)

The Company shall provide Terminal Equipment in accordance with the provisions of the attached Fee Schedule if the provision of Terminal Equipment is included in the Service or if requested by the Subscriber. However, the Company may be unable to provide additional functions of the Terminal Equipment if it is technically difficult to provide such equipment or if there are other circumstances that materially interfere with the Company's operations, such as significant difficulty in maintaining the equipment.

Terms 17 (Relocation of Terminal Equipment)

Upon request by the Subscriber, the Company shall relocate the Terminal Equipment provided by the Company. However, this shall not apply to Terminal Equipment installed in the MDF Room.

Terms 18 (Return of Terminal Equipment)

A Subscriber who has received Terminal Equipment from the Company shall promptly return such Terminal Equipment to a location designated by the Company or the Specified Telecommunications Carrier in any of the following cases:
(1) When the Service Agreement is terminated.
(2) When the Company discontinues the Terminal Equipment.
(3) When the Subscriber ceases to use the Terminal Equipment due to any other change in the terms of the Service Agreement.

Chapter 4 Suspension of Service, etc.

Terms 19 (Suspension of Service)

The Company may suspend the provision of the Service in any of the following cases:
(1) When such suspension is unavoidable for the maintenance or construction of the Company's telecommunications facilities or to ensure the quality of the Service.
(2) When the Company suspends the provision of the Service pursuant to the provisions of Terms 22 (Restrictions on Use of Communications, etc.).
(3) When the Company conducts line accommodation change work with respect to the Subscriber Line, etc. separately specified by the Company.
2. When the Company suspends the provision of the Service pursuant to the preceding paragraph, the Company shall notify the Subscriber in advance by a method deemed appropriate by the Company. However, this shall not apply in cases of emergency or other unavoidable circumstances.

Terms 20 (Suspension of Service)

The Company may suspend the provision of the Subscriber Line, etc. for a period specified by the Company when the Subscriber falls under any of the following cases:
(1) When the Subscriber fails to make payment of fees or other debts even after the payment due date has passed (where a claim relating to such fees or other debts is to be assigned to the business operator specified in Terms 30 (Assignment and Acceptance of Claims) pursuant to the provisions of said Terms, this shall mean when the Subscriber fails to make payment to such business operator).
(2) When the Subscriber fails to make payment, even after the payment due date has passed, of fees or other charges for services under any other service agreement that the Subscriber has entered into or previously entered into with the Company.
(3) When the Subscriber violates the provisions of Terms 40 (Subscriber Obligations Relating to Use).
(4) When the Subscriber connects any Self-Provided Terminal Equipment, Self-Provided Telecommunications Equipment, telecommunications line installed by a telecommunications carrier other than the Company, or telecommunications line relating to a telecommunications service provided by the Company to the Subscriber Line, etc. without obtaining the Company's consent.
(5) When the Subscriber refuses to undergo an inspection conducted by the Company in the event that Self-Provided Terminal Equipment or Self-Provided Telecommunications

Equipment connected to the Subscriber Line, etc. has an abnormality or there are other circumstances that may interfere with the smooth provision of telecommunications services, or when the Subscriber fails to remove from the Subscriber Line, etc. any Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment that is found, as a result of such inspection, not to conform to the Technical Standards, etc.
(6) In addition to the preceding items, when the Subscriber engages in conduct that violates these Terms and Conditions and materially interferes, or is likely to materially interfere, with the Company's operations relating to the Service or the Company's telecommunications facilities, etc.
2. When the Company intends to suspend the provision of the Subscriber Line, etc. pursuant to the preceding paragraph, the Company shall notify the Subscriber in advance. However, this shall not apply when the provision of the Service is suspended pursuant to Item (2) of Paragraph 1 of this Terms and such suspension is urgently necessary and unavoidable.

Terms 21 (Measures When Provision of the Subscriber Line Becomes Impossible)

If the Company becomes unable to provide the Subscriber Line for reasons not attributable to either the Company or the Subscriber, the Company may terminate the Service Agreement, unless the Subscriber requests temporary suspension of the use of the Subscriber Line, etc.
2. When the Company intends to terminate the Service Agreement pursuant to the preceding paragraph, the Company shall notify the Subscriber in advance.

Chapter 5 Communications

Terms 22 (Restrictions on Use of Communications, etc.)

In the event of a natural disaster, extraordinary event, or other emergency, or when there is a risk of such an event occurring, the Company may restrict the use of the Subscriber Line, etc. in order to give priority to communications containing matters necessary for the prevention of or relief from disasters, ensuring transportation, communications, or power supply, or maintaining public order, as well as communications containing matters of urgent importance for the public interest.
2. When communications are subject to severe congestion, communications may fail to reach the intended recipient.
3. In addition to the cases set forth in the preceding paragraphs, when communications are subject to severe congestion, the Company may restrict communication time or the use of communications in specific areas.
4. The Company may restrict or disconnect a communication when the communication time exceeds a specified period or when the communication volume exceeds a specified capacity.
5. In order to ensure fairness in the use of the Service among Subscribers and to provide the Service smoothly, the Company may restrict the speed or volume of communications conducted using communication protocols that continuously and extensively occupy bandwidth, such as video streaming or file-sharing (P2P) applications.
6. The Subscriber may not claim any damages from the Company arising from restrictions on communication time or other communication conditions.

7. The Company may collect, analyze, and store information relating to communications for the purpose of imposing the restrictions on communication time and other conditions set forth in these Terms.

Chapter 6 Fees, etc.

Terms 23 (Usage Fees, Charges, Installation Fees, etc.)

Fees relating to the Service provided by the Company and Terminal Equipment lent by the Company shall consist of usage fees and fees relating to procedures, as specified in the attached Fee Schedule.
2. Costs relating to installation work for the Service provided by the Company and Terminal Equipment lent by the Company shall constitute installation fees, as specified in the attached Fee Schedule.
3. Equipment damage charges for loss of or damage to Terminal Equipment lent by the Company, or where the Subscriber fails to return such Terminal Equipment to the Company for any other reason, shall be as specified in the attached Fee Schedule.

Terms 23 (Obligation to Pay Usage Fees)

Unless otherwise provided, the Subscriber shall pay the usage fees specified in the attached Fee Schedule for the period commencing on the date on which the Company begins providing the Service and ending on the date of termination of the Service Agreement. The Subscriber shall also pay the usage fees specified in the attached Fee Schedule for the period commencing on the date on which the Company lends the Terminal Equipment and ending on the date on which such lending ends.
2. Even if the provision of the Service is temporarily suspended or stopped pursuant to the provisions of Terms 20 (Suspension of Service), the Subscriber shall be required to pay the usage fees for such period.
3. The Subscriber shall pay the usage fees for the period during which the Subscriber was unable to use the Service, except in the following cases:

Category	Usage Fees Not Payable
Where, for reasons not attributable to the Subscriber, the Service becomes completely unavailable and such unavailability continues for 24 hours or more, calculated from the time when the Company becomes aware of such unavailability.	The usage fees for the Service corresponding to the number of days calculated for each 24-hour period of unavailability after the time when the Company becomes aware thereof, limited to periods consisting of multiples of 24 hours.
Where the Service becomes completely unavailable due to the Company's willful misconduct or gross negligence.	The usage fees for the Service corresponding to the period of unavailability after the time when the Company becomes aware thereof.

4.If any usage fees not payable have already been paid, the Company shall refund such usage fees.

Terms 25 (Obligation to Pay Installation Fees)

If the Subscriber submits an application for an agreement or makes a request requiring installation work and such application or request is accepted, the Subscriber shall pay the installation fees specified in the Fee Schedule. However, this shall not apply if the agreement is terminated or the request for installation work is cancelled (hereinafter referred to as "Termination, etc." in this Terms) before the commencement of the installation work. In such case, if the installation fees have already been paid, the Company shall refund such installation fees.
2. If Termination, etc. occurs after the commencement of the installation work, notwithstanding the provisions of the preceding paragraph, the Subscriber shall pay the installation fees specified in the attached Fee Schedule.

Terms 26 (Obligation to Pay Procedural Fees)

If the Subscriber makes a request requiring procedures relating to the Service and such request is accepted, the Subscriber shall pay the procedural fees specified in the attached Fee Schedule.

Terms 27 (Calculation and Payment Methods for Fees, etc.)

The calculation method for the usage fees, charges, installation fees, and other monetary obligations payable by the Subscriber to the Company as set forth in Terms 23 (collectively, "Fees, etc."), as well as the payment methods for Fees, etc., shall be as specified in the attached Fee Schedule.

Terms 28 (Surcharge)

If the Subscriber unlawfully avoids payment of fees or installation-related costs, the Subscriber shall pay, as a surcharge, an amount equal to the amount avoided plus an amount equivalent to twice the avoided amount (excluding the amount corresponding to consumption tax), together with the amount of consumption tax applicable thereto.
Terms 29 (Late Payment Interest)

If the Subscriber fails to pay fees or other debts (excluding late payment interest) even after the payment due date has passed, the Subscriber shall pay, as late payment interest, an amount calculated at the statutory interest rate for the period from the day following the payment due date through the day preceding the date of payment.

Terms 30 (Assignment and Acceptance of Claims)

The Subscriber shall give prior consent to the assignment by the Company of claims against the Subscriber, including claims for Fees, etc. relating to the Service and other claims held by the Company against the Subscriber, to an assignee designated by the Company. In such cases, the Company may omit individual notice to the Subscriber or a request for consent to such assignment.
2. The Subscriber shall give prior consent to the acceptance by the Company of claims held by a business operator other than the Company that provides the Service (limited to those

separately specified by the Company; the same shall apply hereinafter in this Terms), which such business operator is to assign to the Company pursuant to its terms and conditions, etc., and to the Company's collection of such claims. In such cases, the business operator providing the Service and the Company may omit individual notice to the Subscriber or a request for consent to such assignment.
3. In the case set forth in the preceding paragraph, the Company shall treat the claims accepted by the Company as fees for the Service provided by the Company.
4. If the Subscriber fails to pay by the payment due date specified by the Company any debt relating to claims accepted by the Company pursuant to the preceding paragraph (where claims relating to fees or other debts are to be assigned to the business operator specified in Paragraph 1 of this Terms pursuant to the provisions of said paragraph, this shall mean when the Subscriber fails to make payment to such business operator), the Subscriber agrees that the Company may notify the business operator that assigned the claims to the Company that such fees have not been paid and provide other related information.

Chapter 7 Maintenance

Terms 31 (Company's Maintenance Responsibility)

The Company shall maintain telecommunications facilities (limited to those installed by the Company) so as to comply with the Rules for Telecommunications Business Facilities (Ministry of Posts and Telecommunications Ordinance No. 30 of 1985).

Terms 32 (Subscriber's Maintenance Responsibility)

The Subscriber shall maintain Self-Provided Terminal Equipment and Self-Provided Telecommunications Equipment so as to comply with the Technical Standards and technical conditions.

Terms 33 (Subscriber's Responsibility for Troubleshooting)

If Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment is connected to the Subscriber Line, etc. and the Subscriber becomes unable to use the Company's telecommunications facilities, the Subscriber shall, after confirming that such Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment is not malfunctioning, request the Company to carry out repairs.
2. Upon the Subscriber's request in connection with the confirmation set forth in the preceding paragraph, the Company shall conduct a test at the Service Center and notify the Subscriber of the results.

3. If, as a result of the test set forth in the preceding paragraph, the Company determines that there is no malfunction in the telecommunications facilities installed by the Company, and, upon the Subscriber's request, the Company or the Specified Telecommunications Carrier dispatches a staff member who determines that the cause of the malfunction is in the Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment, the Subscriber shall bear the costs incurred for such dispatch. In such a case, the amount of costs to be borne shall be the amount of the costs incurred for the dispatch plus the amount of consumption tax applicable thereto.

Terms 34 (Priority for Repair or Restoration)

If the telecommunications facilities installed by the Company malfunction or are damaged or destroyed, and the Company is unable to repair or restore all of such facilities, the Company shall repair or restore such telecommunications facilities in accordance with the following order of priority.

Rank	Institution Name
1	Those relating to contracts with meteorological agencies Those relating to contracts with flood control agencies Those relating to contracts with fire departments Those relating to contracts with disaster relief agencies Those relating to contracts with police authorities Those relating to contracts with defense authorities Those relating to contracts with agencies directly involved in ensuring transportation Those relating to contracts with agencies directly involved in ensuring communications Those relating to contracts with agencies directly involved in ensuring the supply of electricity
2	Those relating to contracts with agencies directly involved in ensuring the supply of gas Those relating to contracts with agencies directly involved in ensuring the supply of water Those relating to contracts with election management authorities Those relating to contracts with newspaper companies, broadcasters, and news agencies Those relating to contracts with financial institutions engaged in deposit and savings services Those relating to contracts with national or local government agencies (excluding those falling under the first priority)
3	Those not falling under the first or second priority

Chapter 8 Damages

Terms 35 (Limitation of Liability)

If the Company fails to provide the Service when it is required to do so for reasons attributable to the Company, the Company shall accept the Subscriber's request for a reduction of fees only when the Service is completely unavailable (including cases where all communications through the telecommunications facilities relating to the agreement are materially impaired, resulting in a condition equivalent to complete unavailability; the same shall apply in this Terms) and such condition continues for 24 hours or more, calculated from the time when the Company becomes aware that the Service is completely unavailable.
2. In the case set forth in the preceding paragraph, the Company shall regard, as the damages incurred, an amount calculated by prorating the monthly usage fee on a daily basis according to the number of days calculated for each 24-hour period of the continuous unavailability after the time when the Company becomes aware that the Service is

completely unavailable, limited to periods corresponding to multiples of 24 hours, and shall compensate the Subscriber only up to such amount.
3. If the Company fails to provide the Service due to the Company's willful misconduct or gross negligence, the provisions of the preceding two paragraphs shall not apply.

Terms 36 (Disclaimer)

If the Company causes damage to land, buildings, or other structures relating to the Subscriber in connection with the installation, removal, repair, or restoration work of facilities relating to the Service or other telecommunications facilities, the Company shall not be liable for such damage if it is caused by reasons not attributable to the Company.
2. Even if the amendment of these Terms and Conditions, etc. requires the modification or alteration (hereinafter referred to as “Modification, etc.” in this Terms) of Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment, the Company shall not bear the costs required for such Modification, etc. However, if Modification, etc. of Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment currently connected to telecommunications line facilities installed by the Company becomes necessary due to a change in the provisions of the technical conditions for the connection of Terminal Equipment, etc. (including changes in the application of such technical conditions resulting from changes to telecommunications facilities installed by the Company; hereinafter referred to as “Technical Conditions” in this Terms), the Company shall bear only the portion of the costs required for such Modification, etc. that relates to the amended provisions.

Terms 37 (No Guarantee of Communication Speed)

The Company makes no guarantee whatsoever regarding the communication speed of the Service. The Subscriber acknowledges that the communication speed of the Service specified by the Company represents the maximum speed and may vary depending on the connection conditions, information and communications equipment owned by the Subscriber, network environment, and other factors.

Chapter 9 Miscellaneous Provisions

Terms 38 (Representations and Warranties Regarding Anti-Social Forces)

The Subscriber represents and warrants, both at the time of entering into the Service Agreement and thereafter, that the Subscriber is not a member of an organized crime group, an enterprise or organization affiliated with an organized crime group, or any other anti-social force (hereinafter collectively referred to as “Anti-Social Forces”), and that the Subscriber is not subject to the control or influence of any Anti-Social Forces.
2. If it is reasonably determined that the Subscriber falls under any of the following items, the Company may terminate the Service Agreement without any notice or demand:
(1) The Subscriber belongs to an Anti-Social Force.
(2) An Anti-Social Force is substantially involved in the Subscriber's management.
(3) The Subscriber uses an Anti-Social Force.
(4) The Subscriber is involved with an Anti-Social Force by providing funds or other resources, extending favors, or otherwise providing assistance.
(5) The Subscriber has a relationship with an Anti-Social Force that is socially reprehensible.

(6) The Subscriber has used deception, violent acts, or threatening language against any related party, either directly or through a third party.
3. A Subscriber who falls under any of the preceding items shall be liable for damages incurred by the Company as a result of such termination and may not seek compensation from the Company for any damages incurred by the Subscriber.

Terms 39 (Limits on Acceptance)

If the Subscriber makes a request for installation work or any other request, the Company may refuse to accept such request when acceptance thereof is technically difficult or when it would materially interfere with the Company's operations, such as where maintenance would be extremely difficult. In such a case, the Company shall notify the person who made the request of the reason for such refusal. However, if otherwise provided in these Terms and Conditions, such provision shall apply.

Terms 40 (Subscriber Obligations Relating to Use)

The Subscriber shall comply with the following:
(1) The Subscriber shall not move, remove, modify, dismantle, damage, or otherwise alter any telecommunications facilities installed by the Company pursuant to the Service Agreement, nor connect wires or other conductors to such facilities. However, this shall not apply when it is necessary to protect such telecommunications facilities in the event of a natural disaster, extraordinary event, or other emergency, or when necessary for the connection or maintenance of Self-Provided Terminal Equipment or Self-Provided Telecommunications Equipment. In such case, the Subscriber shall promptly notify the Company.
(2) The Subscriber shall not engage in any act that interferes with the transmission of communications.
(3) Except where the Company determines that there is no interference with the Company's operations, the Subscriber shall not attach any other machinery, accessories, or other items to the telecommunications facilities installed by the Company pursuant to the Service Agreement.
(4) The Subscriber shall keep the telecommunications facilities installed by the Company pursuant to the Service Agreement with the care of a good administrator.
2. If the Subscriber loses or damages the telecommunications facilities in violation of the preceding paragraph, the Subscriber shall pay, by the date designated by the Company, the costs necessary for replacement, repair, or other work required in connection therewith.

Terms 41 (Provision of Installation Locations for Subscriber Lines, etc.)

The provision of installation locations and other matters relating to the Subscriber Line, etc. and Terminal Equipment by the Subscriber shall be as follows:
(1) The Subscriber shall provide the necessary space within the premises where the termination of the Subscriber Line, etc. is located (including areas equivalent thereto) or within the building for the Company to install the Subscriber Line, etc. and Terminal Equipment.
(2) The Subscriber may be required to provide the electricity necessary for the telecommunications facilities installed by the Company pursuant to the Service Agreement.

(3) If the Subscriber wishes to use special facilities such as conduits for the installation of the Company's telecommunications facilities within the premises where the termination of the Subscriber Line, etc. is located (including areas equivalent thereto) or within the building, the Subscriber shall install such facilities at the Subscriber's own expense.
(4) Notwithstanding the provisions of Item (2) of this Terms, the electricity necessary for the Line Termination Equipment and Terminal Equipment designated by the Company installed in the MDF Room shall be borne by the Subscriber or the owner or administrator of the building.

Terms 42 (Technical Matters)

The basic technical matters relating to the Service shall be as separately specified by the Company.

Terms 43 (Matters Prescribed by Laws and Regulations)

With respect to matters prescribed by laws and regulations in connection with the provision or use of the Service, such matters shall be governed by the applicable laws and regulations.

Terms 44 (Inspection)

With respect to matters that are to be separately specified by the Company under these Terms and Conditions, the Company shall make such matters available for inspection.

Terms 45 (Additional Functions)

Upon request by the Subscriber, the Company shall provide additional functions in accordance with the provisions separately specified by the Company. However, the Company may be unable to provide such additional functions if their provision is technically difficult or if there are other circumstances that materially interfere with the Company's operations, such as significant difficulty in maintaining such additional functions.
Terms 46 (Services Incidental to the Service)

A Subscriber who uses other services provided free of charge by the Company or another company in connection with the Service, as separately specified by the Company (hereinafter referred to as “Incidental Services”), agrees that, if the Subscriber wishes to continue receiving the Incidental Services after termination of the Service Agreement, the Subscriber shall pay the consideration separately specified by the Company or the other company providing the Incidental Services.

Terms 47 (Use of Information Relating to the Subscriber)

The Company shall use information relating to the Subscriber, such as the Subscriber's name or corporate name, contact telephone number, address or residence, billing address, and other information, to the extent necessary for the performance of operations relating to the provisions of the Company's or the Designated Business Operator's terms and conditions, etc., including applications for and conclusion of agreements relating to services

provided by the Company or a business operator designated by the Company (hereinafter referred to as “Designated Business Operator”), installation work, application of fees, billing of fees, and other related operations (including cases where information relating to the Subscriber is provided to a person to whom the Company has outsourced its operations).

Terms 48 (Change or Discontinuation of the Service)

The Company may change or discontinue all or part of the Service due to reasons attributable to the Company or the Specified Telecommunications Carrier, or for other reasons.
2. When the Company changes or discontinues the Service pursuant to the preceding paragraph, the Company shall notify the Subscriber a reasonable period of time in advance.

Chapter 10 Miscellaneous

Terms 49 (Issuance of Payment Certificates, etc.)

Upon request by the Subscriber, etc., the Company shall issue a certificate confirming that fees and other debts relating to the Service and Incidental Services (meaning fees and other debts, such as fees, installation-related costs, surcharges, and other monetary obligations that have become payable pursuant to these Terms and Conditions) have already been paid to the Company, except where the Company has assigned claims relating to the Service to a billing business operator (hereinafter referred to as a “Payment Certificate”).
2. When the Subscriber, etc. makes a request under the preceding paragraph and receives a Payment Certificate, the Subscriber, etc. shall pay the fees, postage, and other charges specified in the attached Fee Schedule.
3. The Subscriber agrees to the Company's handling of matters pursuant to Paragraph 1.