

Terms of Service

(General Provisions) The HuB-net usage agreement (hereinafter referred to as "this Agreement") is for an Internet service (hereinafter referred to as "the service") as prescribed in Article 5 by SKYRISEJAPAN Co., Ltd. (hereinafter referred to as "the Company"). The Company set out the agreement for those who apply for the service and the Company accepted (hereinafter referred to as "the User").

Article 1 (Definition of terms)

1. The following terms in this Agreement shall have the following meanings, respectively.
2. "Residents" means people residing in a collective housing provided with this service.
3. "User" means a tenant who have accepted this agreement, applies for the use of the Service by the application method specified by the Company, and has a contract with the Company.
4. "Service Equipment" means telecommunications facilities etc. managed by the Company to provide the Service.
5. "Equipment in multi-dwelling houses" means facilities in multi-dwelling houses etc. to be used in providing the Service.

Article 2 (Scope of this Agreement)

1. Notification of individual regulations and other usage agreements etc. (hereinafter collectively referred to as "usage agreements etc.") separately prescribed by the Company shall constitute of this agreement irrespective of the purpose. In case the terms and conditions of the Agreement and the terms and conditions of use are different, the Terms of Use etc. shall be applied with priority.

Article 3 (Change in this Terms and Conditions)

1. The Company may arbitrarily change the Agreement and other contracts. In this case, the revised contracts shall apply to the terms and conditions of the Users.
2. Changes in the Agreement and other agreements under the preceding clause shall come into effect from the time specified by the Company.

Article 4 (Notice)

1. When the Company notifies the User, it shall be carried out by a method that the Company deems it to be appropriate, such as by mailing the document or posting on the Company's website.

2. The notice set forth in the preceding clause shall come into effect as soon as the Company updates the contents of the notice on the website, or when the e-mail or the document has been sent by the Company.

Article 5 (Contents of the service)

1. The contents of the Service provided by the Company shall be specified as follows.

- (1) Internet connection service HuB-net
- (2) Services separately specified by the Company

Article 6 (Application for use)

1. When using the Service, after approving the contents specified in the Agreement and other agreements, application for use shall be made to the Company by the method specified by the Company.

Article 7 (Monthly charge for the Service)

- 1. Monthly charge for using the Service depends on the User's residential property.
- 2. When a change occurs in the content of this service application, the User shall comply in accordance with the method specified by the Company.

Article 8 (Acceptance)

1. The Company shall accept the application of use in accordance with the method prescribed by the Company, and the usage contract shall come into effect between the Company and the User when the Company accepts.

2. Notwithstanding the provisions of the preceding clause, the Company will not accept the application for use of the service in case the User falls under any of the following conditions. In case the Company finds out that the User falls under either of the following after acceptance of the application, the Company can cancel the usage contract.

- (1) In case the application is made by those who are not residents of the multi-dwelling houses provided with the Service, those who are not planning to move in the houses.
- (2) When making a false declaration upon application
- (3) In case the applicant is a minor, an adult ward, a person under curatorship, a person under assistance, or a person with limited ability to act, and the application procedure is not performed by a guardian of adults, or in case the Company cannot obtain consent from a curator, an assistant or other legal representative, etc.
- (4) When the Company deems that providing the Service will be seriously difficult operationally and technically.

(5) When the Company deems that it is inappropriate to provide the service

Article 9 (Change of notification matter)

1. When a change occurs in a notification matter, the User shall report with no delay according to the method specified by the Company.
2. Even in case the User suffers a disadvantage due to the incompleteness or incorrectness of the notification of the change by the User, the Company shall not take responsibility at all.

Article 10 (Minimum period of usage)

1. The minimum usage period shall be until the end of the next month following the start of service usage.

Article 11 (Cancellation of use)

1. The User who is willing to cancel the Service will notify us of cancellation by the method specified by the Company by one month before the cancellation.
2. For items requiring the usage fee, charges for one month will be incurred even if cancellation is done in the middle of the month.
3. All the User's obligations arising from the use of the service by the time of termination shall remain after the termination and the User shall be obliged to perform the obligation to the Company. In addition, the Company is not obligated to pay the fee etc. paid already at all, and the User shall not acquire any claim right to the Company in accordance with cancellation.
4. The User shall promptly return the equipment etc lent from the Company if any.

Article 12 (Prohibition of Transfer of Rights and Obligations etc.)

1. The User shall not be able to transfer any rights and obligations relating to the Service to a third party or let them inherit the rights and obligations.

Article 13 (Obligation of information management of users etc.)

1. By combining the user ID, password etc., the User shall take all the responsibility for the management of information (hereinafter referred to as "the personal authentication information") that enables the user to recognize the authority of the service usage.
2. The User shall not lend or share the personal authentication information to with a third party.
3. The User shall not let a third party use the right or share the right with a third party to use the service which is subject to the use of the personal authentication information to authenticate the use of the service (hereinafter referred to as "personal authentication") The

User shall agree to be deemed that the service is used by him/herself when the service on which the User is individually authenticated is used.

Article 14 (Principle of self-responsibility)

1. In case the User gives damage to another person (regardless of domestic or foreign matters, the same shall apply hereinafter) due to the use of the Service, as well as in case a complaint is notified from another person, the Company shall not be involved at all and shall be solved with the User's own responsibility and cost. The same shall apply in the case where the User receives damage from another party in connection with the use of this service or in the case where the User notifies a complaint to another person.

2. In case if the User causes damages to the Company due to its intention or negligence, the Company shall be able to demand compensation for the damages.

Article 15 (Operation of the Service, malfunction etc.)

1. In case an abnormality occurs, or the User feels something abnormal when using the service, the User confirms that there is no breakdown in the user equipment etc. and contacts a support desk designated by the Company.

2. If the Company receives the contact prescribed in the preceding clause 1, the Company shall repair any defects found after the survey on this service equipment.

3. In the preceding two clauses, if the cause of the malfunction related to the service equipment is due to the negligence of the User, the expenses for the restoration shall be the actual expenses of the User.

Article 16 (Prohibited matters)

1. The user shall not conduct the following acts using this service.

(1) Acts of infringing copyrights, trademark rights and other intellectual property rights of third parties or the Company

(2) Actions which are slander, defamation or libel against a third party or the Company

(3) Fraud or threatening acts against a third party or the Company

(4) Acts that give disadvantage to a third party or the Company

(5) Acts that infringe a third party's privacy or portrait rights

(6) Acts of sending e-mail indiscriminately or massively contrary to the will of the recipient

(7) Acts of using this service in a way that could damage the credibility of the Company or the Service

(8) Acts that violate the public election law

(9) Acts of transmitting or displaying obscene, child pornography or child abuse-related

images, sentences, etc.

(10) Acts of sending images, data or media recorded etc. which are not suitable for minors to browse

(11) Other acts of selling and distributing goods etc. for adults

(12) Acts that are illegal or against public order and morals (violence, prostitution, cruel and blasphemous acts, remarks, etc.)

(13) Other acts in violation of other laws, regulations, or treaties (including export laws) etc, or acts that may violate them

(14) Acts that seriously affect the Company's facilities, facilities of a third party, operations and Internet connection environment of the Company or a third party, etc. and other acts deemed by the Company to be inappropriate

2. If the Company determines that the User falls under any of the items of the preceding clause, the Company shall be able to take the following measures without notice and taking other procedures.

(1) Requiring the User to stop or modify the act, move data, and take other necessary measures etc.

(2) Placing all or a part of the information, data, etc. which are displayed, transmitted or accumulated by the User in a state where others cannot view it or deleting them

(3) Stopping the User from using all or a part of the Service

(4) Taking other necessary measures to stop the prohibited act

Article 17 (Dealing with violation of this agreement etc.)

1. The Company shall notify the User of any of the measures under the following items or a plurality of measures based on the following items if it is judged that the User violates or may violate this agreement or other contracts. The provision of this clause does not deny the principle of self-responsibility of users as stipulated in Article 14 (Principle of self-responsibility).

(1) Stopping acts that violate or may violate this agreement or other contracts or request not to repeat similar acts

(2) Requesting the start of consultation with the third party to resolve complaints, claims, etc.

(3) Requesting the User to delete the information which the User transmits or displays

(4) Delete all or a part of the information transmitted or displayed by the User (5) Restricting, stopping or canceling the use of the Service by the User

(6) Requesting compensation for damage incurred

2. The Company shall be able to carry out the measures in Clause 1 from Item 4 to Item 6 without prior notice to the user.

3. The User shall accept that the obligation to take measures specified in Clause 1 shall not be imposed on the Company.

4. The Company shall not bear any responsibility except for cases where there is intentional or gross negligence by the Company regarding damages incurred by the User or a third party by taking the measures specified in each item of Clause 1.

Article 18 (Suspension of use and cancellation of service use contract by the Company)

1. In case the User falls under any of the following items, the Company shall, in addition to the measures set forth in Clause 1, item 5 of Article 17 (Dealing with violation of this agreement etc.) without notifying the user. The provision of this service to the user shall be suspended or the contract of use can be canceled.

(1) In case the use of this service by the User falls under any of the items of Article 16 (Prohibited Matters) or The Company judges that it falls under any of the items of Article 16 (Prohibited Matters) Case

(2) In case it turns out that it falls under any of the items of Clause 2, Article 8 (Acceptance)

(3) In case where the User does not comply with the request despite receiving it from the Company in accordance with Item 1 to 3 of Clause1, Article 17 (Dealing with violation of this agreement etc.)

(4) In case of giving an excessive burden or serious obstacle to the Company or others, or if there is such a risk

(5) In case of delaying the performance of other obligations, such as the usage fee of the Service, or refusing to pay the fee

(6) In case the Company deems that the act is inappropriate

2. The User whose usage contract is cancelled by the Company pursuant to the preceding clause or Item 5, Clause 1 of Article 17 shall lose the benefit of the deadline and the User shall pay the fee and other obligations occurring at the time immediately. In addition, the User shall promptly return the equipment, etc, which is leased from the Company.

3. The Company shall not bear any responsibility except for cases where there is deliberate or

gross negligence by the Company regarding any damages suffered by the User or a third party due to suspension of the service by the Company or termination of the service use contract.

Article 19 (Cancellation / Suspension of the Service)

1. The Company may cancel or suspend the provision of this service if it falls under the following matters.

- (1) When maintenance or construction of the Company's facilities is carried out periodically or urgently
- (2) In case where it is difficult for the Company to provide the Service due to the fact that telecommunication carriers cancel the provision of telecommunication services
- (3) In the event that natural disasters, fire, theft and other emergency situations prevent the provision of this service as usual
- (4) In case the Company cannot confirm the payment of monthly usage fee for two occasions
- (5) In case the Company judges that a temporary suspension is necessary for the operation of the Service

Article 20 (Abolition of this service)

1. The Company shall be able to temporarily or permanently abolish the whole or a part of the Service.
2. When we abolish the Service, we will notify the User in advance of the abolition
3. The Company shall not assume any responsibility for any damage suffered by the User or a third party due to the abolition of the Service.

Article 21 (Restriction on Use)

1. In accordance with Article 8 of the Telecommunications Business Act, if there are a natural disaster, an incident or other emergency, or a risk of occurrence, the use of the service may be restricted due to the fact that the Company prioritizes communication that is necessary for disaster prevention or relief and ensure transportation, supply of communication and electricity, as well as communication that is urgently needed for communication or other public interest and necessary for maintaining order.

Article 22 (Deletion of information etc.)

1. The Company shall notify in advance if the use of this service by the User falls under each item of Article 16 (Prohibited matters), or in case the Company judges that the service is inappropriate for the operation of this service, the Company can delete all or a part of the information transmitted or displayed by the User or put it in a state where others cannot view

it.

Article 23 (Handling of personal information)

1. The Company shall not use any personal information of the User the Company knows in connection with the provision of the Service, except in the cases listed in the following items. In handling personal information, we use lawful and fair means.

(1) When giving the User guidance by DM etc. for providing information about the Company's products / services

(2) When collecting and analyzing personal information for improving the Service

(3) When disclosing or providing information obtained by the collection and analysis of the previous item to a third party in a form that cannot identify individuals

(4) When disclosure or provision of information is required for investigation / correspondence at the time of failure, trouble, accident of the Service

(5) When there is imminent danger to a human life, body, property, etc., and there is an urgent necessity

2. We shall protect or use the secrets of communications handled by the provision of the Service in accordance with Article 4 of the Telecommunications Business Act and use or keep it only to the extent which is necessary for ensuring the smooth provision of the Service.

3. In case the compulsory disposition is made under Article 218 of the Code of Criminal Procedure (Investigation by the warrant) and other compulsory dispositions based on the provisions of the same Act, as well as based on Article 4 (Disclosure Request for Caller Information, etc) of the Act on the Limitation of Liability for Damages of Specified Telecommunications Service Providers and the Right to Demand Disclosure of Identification Information of the Senders the Company shall not have confidentiality obligation specified in the preceding clause.

4. In case the User conducts a prohibited matter that falls under any of the items of Article 12 and interferes with the provision of this service and it is found that it falls under either legitimate defense or emergency evacuation, a part of the information belonging to the secret of the communication of the user can be provided to the investigation agency only to the extent which is necessary for securing the smooth provision of the Service.

Article 24 (Usage fee etc.)

1. The Company shall apply the usage fee and other charges of this service in accordance with the terms separately defined by the Company for users.
2. The User shall pay the service usage fee and other charges and the consumption tax for the charge.
3. The Company shall charge the User with automatic renewal of monthly usage fee during the contract term of the Service.
4. Although the usage contract is canceled before the minimum usage period specified in Article 10 (Minimum usage period) has elapsed, the User shall pay the service usage fee and other charges corresponding to the minimum usage period.
5. The User shall use either credit settlement, account transfer, bank transfer, or payment at a convenience store as the settlement method and shall comply with the Deposit Account Transfer Use Regulations or the Membership Agreement of the credit card. The User shall agree to be charged through the payment collection agent designated by the Company.
6. The user agrees to disclose the account information and credit card information to the payment collection agent in accordance with the "Basic Policy on Protection of Personal Information" within the scope necessary for collection purpose of the service charge etc.

Article 25 (Overdue interest)

1. In case the User has not paid for the service fee or other obligations after the payment due, the User shall pay the amount calculated at the rate of 14.5% per year for the number of days from the day following the due date to the day before the payment date as overdue interest by the deadline designated by the Company.

Article 26 (Limitation of Liability)

1. In case the User falls into a state in which the User cannot use the Service at all and a condition equivalent thereto (hereinafter referred to as "a situation where it cannot be used at all" in this article) due to reasons attributable to the Company, it will respond to claims for actual damages occurred to the User. The maximum payable amount is one-thirtieth of the monthly service charge multiplied by the number of days when the service was unavailable to the extent of not exceeding the yen. (Only when the state continues for 72 hours or more starting from the time when the Company finds out the status of not being available at all by the user)
2. In the event that it becomes impossible for the User to use the Service due to the telecommunications service provided by Type 1 telecommunications carriers or other telecommunications carriers, the total amount of damages to the parties of the subscribing contract with respect to such telecommunications service, up to the amount of compensation

received from the Type 1 telecommunications carrier or other telecommunications carriers, the Company shall respond to a request for compensation for damages in accordance with the preceding clause.

3. The Company is not responsible for damages caused due to the reasons which are not attributable to the Company, such as natural disasters, damages arising from special circumstances the Company cannot foresee or indirect damage including loss of profits.

4. When the User falls into a state where the User cannot use the service due to a failure of the user's equipment, the Company does not respond to claims for damages.

Article 27 (Disclaimer)

1. The Company shall not be liable for compensation regardless of liability default, liability for liability for illegal acts, or any other legal liability for damages suffered by the User regarding the use of the Service.

2. The Company shall not guarantee the completeness, accuracy, usefulness or legality of information, software etc which is accessible by the Service.

3. The Company shall not bear any responsibility for disputes, etc. arising with others by the User using the service.

Article 28 (Others)

1. The Company cannot control the contents of information passing through host computers, network access centers and access points (hereinafter referred to as "networks" in this close). Moreover, the Company does not guarantee anything about the above information.

2. The User shall be responsible for using the information acquired through the network themselves.

3. The user cannot resell or offer the Service to others.

4. Personal information of the User may be disclosed when there is a request from a public institution such as a judicial institution. In addition, the usage situation of the user may be provided to the Company or the contractor or a third party on condition that it is processed as statistical information which cannot identify the individual.

5. In addition to the terms of use, the User shall comply with the terms, rules and conditions of use concerning communications of carriers and other telecommunications carriers.

6. All responsibility for troubles caused by the installation of the server by the User shall be borne by the user himself / herself. In addition, when the Company detects the circumstances

such as illegal data transmission, distribution of spam mail, or making the server installed by the User a method for the spam mail, the Company shall stop the connection immediately without notifying the User.

7. The Company may restrict the communication or regulate the bandwidth if the User continuously communicates in large quantities far exceeding the average use and gives excessive burden to the Company or a third party's network.

8. The Company may control the band allocated to the communication concerning the communication made using the communication protocol specified by the Company. Based on the judgment of the service administration secretariat, as a part of announcement, advertisement, or as a part of the function of the operation of the Service, the Company may send a mail to the User's registered address.

Article 29 (Governing Law / Jurisdiction)

1. This agreement and other contracts shall be interpreted by the law of Japan and regarding all disputes arising from this agreement and other contracts, Tokyo District Court shall be exclusive jurisdiction courts agreed with by parties.

Article 30 (Agenda items)

1. When any matters not stipulated in this agreement and other contracts arise, the both parties will resolve them with consultation with each other in good faith.

(Effective Date) This agreement comes into effect on July 1st, 2018