

UCOM Hikari Residence ISP Subscriber Terms of Service

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TSUNAGU NETWORK COMMUNICATIONS INC.

SECTION 1 – General Provisions

(Applicability of Terms of Service)

- Article 1.** The UCOM Hikari Residence ISP Subscriber Terms of Service (hereinafter the “Terms of Service”) shall apply to the use of the Subscriber Services provided by TSUNAGU NETWORK COMMUNICATIONS INC. (hereinafter the “Company”).
2. In the event that content regarding the Service set forth in the Terms of Service differs from the content of Individual Provisions set forth separately by the Company, the content of the Individual Provisions shall apply.

(Changes to the Terms of Service)

- Article 2.** The Company may modify the Terms of Service in whole or in part by making notification or public announcement in a manner prescribed by the Company. In this case, the modified Terms of Service shall apply.

(Definitions)

Article 3. In the Terms of Service, the following terms shall have the following meanings, respectively.

Term	Meaning of term
1. Subscriber Services	Various services for which a Subscriber is entitled to apply upon completion of ISP Subscriber Registration set forth in items in Paragraph 1 of Article 4
2. ISP Subscriber Registration	Subscriber registration procedures to be completed before the application for the Subscriber Services
3. ISP Subscriber	A person who has registered as an ISP Subscriber with the Company or otherwise a party to the ISP Agreement
4. Individual Provisions	Provisions set forth separately by the Company concerning the use of the Subscriber Services
5. Subject Property	A housing complex to which the Subscriber Services can be provided in accordance with the Equipment Installation Agreement or any other agreement prescribed by the Company
6. Occupied Housing Unit	A housing unit in an exclusively held space or individual rental housing unit of the Subject Property currently used by a unit owner, lessee or any other tenant or resident who holds usage rights
7. Service	The Internet connection service prescribed in the Appendix, which the Company provides in accordance with the ISP Agreement (i.e., UCOM Hikari Residence) and provided to each Occupied Housing Unit
8. ISP Agreement	An agreement concluded with the Company by a unit owner, lessee, or any other tenant or resident who holds usage rights in the Subject Property for the use of the Service
9. Equipment Installation Agreement	An agreement for the provision of the Service, concluded with the Company by an owner of a housing complex, condominium association, etc.
10. Service Communication Lines	Telecommunications lines provided by telecommunications carriers other than the Company (meaning parties which have undergone registration under Article 9 of the Telecommunications Business Law (Law No. 86 of December 25, 1984; hereinafter the “Business Law”) or which have provided notification under Article 16, Paragraph 1 of the Business Law; the same shall apply hereinafter) for the purpose of providing the Service
11. Service Communications Equipment	A comprehensive term for the Service Communication Lines, line termination equipment (meaning media converters or routers and switching hubs), and telecommunications equipment installed by the Company for the provision of the Service
12. Private Terminal Equipment	Modular jacks and other telecommunications equipment connected by housing complex owners, unit owners, etc., to one end of line termination equipment
13. Private Telecommunications Equipment	Telecommunications equipment, other than terminal equipment, installed by housing complex owners, unit owners, etc.
14. Private Terminal Equipment, etc.	Private Terminal Equipment and Private Telecommunications Equipment
15. Personal Information	Information concerning an individual through which the individual can be readily identified by name, date of birth, and other descriptions contained in the information, or by individual-specific numbers, symbols, or other codes, images, or audio (including information which alone does not enable identification, but which can be readily checked against other information with the result that identification of the individual can be made)

SECTION 2 - ISP Subscriber Registration

(Subscriber Membership)

- Article 4.** The Company shall establish the subscriber membership to grant the right to apply for and use the following Subscriber Services.
- (1) Use of My Page on the dedicated website for the condominiums designated by the Company
 - (2) Use of the Service
 - (3) Use of various options, services, etc., specified by the Company
 - (4) Use of additional services (e.g., email/homepage service) other than those in the preceding item
 - (5) Use of privileges or other services specified by the Company, other than those in the preceding items
2. Notwithstanding the provisions of the preceding paragraph, the Subscriber Services may vary in type, condition, etc., depending on the Subject Property.
3. In accordance with the provisions of the Terms of Service, ISP Subscribers may, upon completion of registration, apply for and use the Subscriber Services or take other procedures in the manner specified by the Company.

(Unit for ISP Subscriber Registration)

Article 5. The Company will make one (1) ISP Subscriber Registration with each Occupied Housing Unit. In this case, an ISP Subscriber Registration shall be subject to a limit of one (1) person per ISP Subscriber Registration.

(Application for ISP Subscriber Registration)

Article 6. Applications for ISP Subscriber Registration shall be made in the manner prescribed by the Company, following approval of the Terms of Service.

2. In the event that a person applying for an ISP Subscriber Registration (hereinafter "ISP Subscriber Applicant") is a minor, the application for ISP Subscriber Registration shall require the consent of a legal representative, and said legal representative shall provide guarantee jointly and severally with the ISP Subscriber Applicant with regard to the obligations of the ISP Subscriber Applicant set forth in the Terms of Service.

(Approval of ISP Subscriber Registration Applications)

Article 7. The Company shall, upon receipt of applications for ISP Subscriber Registration, approve them in the order in which they were received, and shall, upon approval of the application, notify the ISP Subscriber Applicant in the manner prescribed by the Company. However, this shall not apply when doing so would interfere with the execution of the Company's business.

2. The Company may not approve an application for an ISP Subscriber Registration in the following cases.

(1) The Company has determined that false information has been provided in the application for ISP Subscriber Registration.

(2) The Company has determined that the ISP Subscriber Applicant is currently or likely to be delinquent in the payment of fees or other obligations for the Subscriber Services.

(3) There is a risk of violation of the Terms of Service.

(4) The Company has determined that an agreement with the individual for the Company's services has been canceled or suspended in the past for reason of unauthorized use, etc.

(5) The Company has determined that the ISP Subscriber Applicant is a criminal organization, a member of a criminal organization, a person affiliated with a criminal organization, an organization affiliated with a criminal organization or a person affiliated with said organization, or other anti-social force (hereinafter "Criminal Organization, etc."), or an organization or person engaged in activities contrary to the public welfare, or has been an antisocial force.

(6) The Company has determined that the approval poses or may pose significant interference with the execution of the Company's business.

(7) There are justifiable grounds other than those in the preceding items.

3. If the Company does not approve an application for ISP Subscriber Registration as provided for in the preceding paragraph, the Company shall notify the ISP Subscriber Applicant of the reason, etc., in the manner prescribed by the Company.

(User IDs, Passwords, etc.)

Article 8. User IDs and passwords may be set by the Company for the purpose of appropriately managing and operating the Subscriber Services and other services.

2. When the Company has set a user ID and password as set forth in the preceding paragraph, it shall promptly grant these to the ISP Subscriber in the manner prescribed by the Company.

3. ISP Subscribers shall be able to change their passwords on their own.

4. ISP Subscribers shall be able to use those services prescribed by the Company within the Service through the use of a user ID and password.

5. With the exception of cases set forth separately by the Company, an ISP Subscriber may not allow the use of the subscriber's user ID and password by a third party, nor sell, transfer, loan, etc. the user ID and password to a third party.

6. Management and use of the user ID and password shall be the responsibility of the ISP Subscriber, and the Company shall bear no liability for errors in their use or unauthorized use by a third party, etc.

7. When the Service has been used through the use of an ISP Subscriber's user ID and password, said use shall be deemed to have been use by the ISP Subscriber, and the ISP Subscriber shall bear fees, etc. for the use.

(Changes, etc., to the Content of Registration)

Article 9. In the event of a change to the name, contact information, address, etc., of an ISP Subscriber, the subscriber shall promptly notify the Company of the change in the manner prescribed by the Company.

2. When notification according to the preceding paragraph has been received, the Company may request the presentation of documents verifying the facts of the notification.

3. When notification of changes according to Paragraph 1 has been received, the Company shall handle the notification in accordance with the provisions of Article 7 (Approval of ISP Subscriber Registration Applications).

4. When making changes to the content of registration through notification according to Paragraph 1, the subscriber shall pay a one-time compensation as provided for in the Fee Table set forth separately.

5. The Company may perform verification of the content of ISP Subscribers' registrations and the content of notifications in accordance with Paragraph 1.

6. In the event that an ISP Subscriber leaves the Subject Property providing the Subscriber Services or changes residence and changes the address by notification in accordance with Paragraph 1, the ISP Subscriber Registration shall be terminated. At the time of termination of the ISP Subscriber Registration, the procedures set forth in Article 11 (Cancellation of ISP Subscriber Registration by the ISP Subscriber) shall be required.

(Transfer of Usage Rights)

Article 10. The transfer of usage rights (meaning the rights of ISP Subscribers to receive provision of the Subscriber Services in accordance with ISP Subscriber Registration; the same shall apply in this Article) shall be requested in the manner prescribed by the Company, and shall not become effective unless approved by the Company.

2. When a request according to the preceding paragraph has been received, the Company shall handle the request in accordance with the provisions of Article 7 (Approval of ISP Subscriber Registration).

3. When usage rights have been transferred, the transferee shall inherit all rights and obligations that had been held by the ISP Subscriber.

4. When making changes to the content of registration through notification according to Paragraph 1, the subscriber shall pay a one-time compensation as provided for in the Fee Table set forth separately.

(Cancellation of ISP Subscriber Registration by the ISP Subscriber)

Article 11. When an ISP Subscriber seeks to cancel the ISP Subscriber Registration, the subscriber shall notify the Company in the manner prescribed by the Company. When a notification of cancellation, with all necessary information in order, has been received by the Company by the 20th day of the month, the Company shall cancel the ISP Subscriber Registration on the last day of the month in which the notification was received. When the notification has been received on or after the 21st day of the month but by the last day of the month, the Company shall cancel the ISP Subscriber Registration on the last day of the month after the month in which the notification was received.

2. When the cancellation of ISP Subscriber Registration has been requested according to the preceding paragraph, the Company shall handle the cancellation in accordance with the provisions of Article 7 (Approval of ISP Subscriber Registration Applications).
3. When the ISP Subscriber Registration is canceled, the provision of all the Subscriber Services for the ISP Subscriber shall be terminated.

(Cancellation of ISP Subscriber Registration by the Company)

Article 12. When an ISP Subscriber violates a provision of the Terms of Service and fails to correct the violation even after the lapse of a reasonable time, the Company may cancel the ISP Subscriber Registration.

2. When an ISP Subscriber violates the provisions of the Terms of Service, the Company, if it deems that the violation would cause particularly severe interference with the execution of the Company's business, may cancel the ISP Subscriber Registration with no requirement for notification.
3. The Company may cancel an ISP Subscriber Registration for any of the following reasons if applicable to the ISP Subscriber.
 - (1) The Company has determined that the ISP Subscriber is a Criminal Organization, etc., or an organization or person engaged in activities contrary to the public welfare, or has been an antisocial force.
 - (2) The ISP Subscriber, on his or her own or through a third party, has interfered with the business of the Company or has performed actions that may do so.
 - (3) The ISP Subscriber, on his or her own or through a third party, has engaged in criminal actions, deception, or threatening speech.
 - (4) The ISP Subscriber, on his or her own or through a third party, has defamed the reputation, credibility, etc., of the Company or has performed actions that may do so.
 - (5) The ISP Subscriber, on his or her own or through a third party, has displayed words, actions, or manner that may cause the Company to recognize the subscriber or related parties as a Criminal Organization, etc.
4. When the ISP Agreement or the Equipment Installation Agreement is canceled, the Company will cancel the ISP Subscriber Registration.
5. In the event that the Company has determined that an ISP Subscriber is delinquent in providing notification as set forth in Paragraph 1 of Article 9 (Changes to the Content of Registration) and that the reasons set forth in Paragraph 6 of the same Article apply, the Company shall cancel the ISP Subscriber Registration after first notifying the ISP Subscriber. However, in the case that notification to the ISP Subscriber is difficult or that multiple ISP Subscriber Registrations are formed for the same Occupied Housing Unit and there is a reasonable ground for canceling a previous ISP Subscriber Registration, the Company may cancel the ISP Subscriber Registration with no requirement for notification.
6. In the event that the provision of the Subscriber Services has become significantly difficult due to technical or other reasons, the Company may cancel the ISP Subscriber Registration.
7. When the ISP Subscriber Registration is canceled, the provision of all the Subscriber Services for the ISP Subscriber shall be terminated.

SECTION 3 - ISP Agreement

(Conclusion of ISP Agreement)

Article 13. When an ISP Subscriber Applicant uses the Service among the Subscriber Services, such applicant shall conclude an ISP Agreement upon the application for the ISP Subscriber Registration. In this case, the ISP Agreement will be concluded upon approval of the ISP Subscriber Registration, and the ISP Subscriber may use the Service. If the Company separately specifies the application method, the ISP Subscriber Applicant shall follow the method.

2. The Company shall conclude one (1) ISP Agreement with each Occupied Housing Unit. In this case, the ISP Subscriber shall be subject to a limit of one (1) person per ISP Agreement.
3. The registered ISP Subscriber and the signer of the ISP Agreement must be the same person.

(Transfer of Usage Rights)

Article 14. The transfer of usage rights (meaning the rights of ISP Subscribers to receive provision of the Service in accordance with ISP Agreements; the same shall apply in this Article) shall be requested in the manner prescribed by the Company, and shall not become effective unless approved by the Company.

2. When a request according to the preceding paragraph has been received, the Company shall handle the request in accordance with the provisions of Article 7 (Approval of ISP Agreement Applications).
3. When usage rights have been transferred, the transferee shall inherit all rights and obligations that had been held by the ISP Subscriber. The registered ISP Subscriber and the signer of the ISP Agreement must be the same person.
4. When making changes to the content of an agreement through notification according to Paragraph 1, the subscriber shall pay a one-time compensation as provided for in the Fee Table set forth separately.

(Cancellation of ISP Agreement by the ISP Subscriber)

Article 15. When an ISP Subscriber seeks to cancel the ISP Agreement, the subscriber shall notify the Company in the manner prescribed by the Company. When a notification of cancellation, with all necessary information in order, has been received by the Company by the 20th day of the month, the Company shall cancel the ISP Agreement on the last day of the month in which the notification was received. When the notification has been received on or after the 21st day of the month but by the last day of the month, the Company shall cancel the ISP Agreement on the last day of the month after the month in which the notification was received.

2. When an ISP Agreement has been canceled according to the preceding paragraph, the Company shall handle the cancellation in accordance with the provisions of Article 7 (Approval of ISP Agreement Applications).

(Cancellation of ISP Agreement by the Company)

Article 16. If an ISP Subscriber for whom use of the Service had been suspended as provided for in Article 20 (Suspension of Use), upon using the Service following the end of the suspension of use, commits actions which are the same as or similar to those which were the cause of the suspension of use, the Company may cancel the ISP Agreement.

2. When any of the provisions of the items in Paragraph 1 of Article 20 (Suspension of Use) apply to an ISP Subscriber, the Company, if it deems that the actions would cause particularly severe interference with the execution of the Company's business, may cancel the ISP Agreement without performing suspension of use of the Service.
3. In the event that an ISP Subscriber has committed actions that violate Article 32 (Obligations of ISP Subscribers), the Company may cancel the ISP Agreement immediately with no requirement for notification of cancellation.
4. If the Company has demanded corrective measures by an ISP Subscriber in accordance with Article 21 (Corrective Measures) but recognizes that the ISP Subscriber has not implemented the corrective measures within the period prescribed by the Company, the Company may cancel the ISP Agreement immediately with no requirement for notification.

5. The Company may cancel an ISP Agreement for any of the following reasons if applicable to the ISP Subscriber.
 - (1) The Company has determined that the ISP Subscriber is a Criminal Organization, etc., or an organization or person engaged in activities contrary to the public welfare, or has been an antisocial force.
 - (2) The ISP Subscriber, on his or her own or through a third party, has interfered with the business of the Company or has performed actions that may do so.
 - (3) The ISP Subscriber, on his or her own or through a third party, has engaged in criminal actions, deception, or threatening speech.
 - (4) The ISP Subscriber, on his or her own or through a third party, has defamed the reputation, credibility, etc., of the Company or has performed actions that may do so.
 - (5) The ISP Subscriber, on his or her own or through a third party, has displayed words, actions, or manner that may cause the Company to recognize the subscriber or related parties as a Criminal Organization, etc.
6. When the Equipment Installation Agreement for the Subject Property is canceled, the Company will cancel the ISP Agreement for the Subject Property.
7. In the event that the Company has determined that an ISP Subscriber is delinquent in providing notification as set forth in Paragraph 1 of Article 9 (Changes to the Content of Registration) and that the reasons set forth in Paragraph 6 of the same Article apply, the Company shall cancel the ISP Agreement after first notifying the ISP Subscriber. However, in the case that notification to the ISP Subscriber is difficult or that multiple ISP Agreements are formed for the same Occupied Housing Unit and there is a reasonable ground for canceling a previous ISP Agreement, the Company may cancel the ISP Agreement with no requirement for notification.
8. In the event that the provision of the Service has become significantly difficult due to technical or other reasons, the Company may cancel the ISP Agreement.
9. If an ISP Agreement is cancelled in accordance with this Article or the preceding Article, the ISP Subscriber Registration shall also be cancelled at the same time.

(Application for Optional Services)

Article 17. When a request for optional services specified in the Fee Table for the Service has been received from an ISP Subscriber, the Company shall handle the request in accordance with the provisions of Article 7 (Approval of ISP Subscriber Registration Applications).

(Changes to and Cancellation of Optional Services)

Article 18. When an ISP Subscriber seeks to change or cancel the optional service in the preceding Article, the subscriber shall notify the Company in the manner prescribed by the Company.

2. When notification according to the preceding paragraph has been received, the Company shall change or cancel the optional service according to the content of the notification, at the end of the month in which the notification was received.

SECTION 4 – Restrictions on Use and Suspension of Use

(Restrictions on Use)

Article 19. The Company may restrict use of the Service by ISP Subscribers in the following cases.

- (1) Restriction is unavoidable due to maintenance or construction involving the Service Communications Equipment.
- (2) The Company has halted the provision of Service Communication Lines in accordance with the provisions of the Equipment Installation Agreement.
- (3) The Company has recognized violation of the provisions of Article 34 (Prohibitions) or Article 35 (Customer Harassment).
- (4) The Company has otherwise deemed that temporary restrictions on use of the network equipment of the Service are necessary.
- (5) Restrictions are prescribed in Individual Provisions set forth separately by the Company.
2. In the event of, or in the event of being in danger of act of God, incident, or any other emergency, and if it is deemed necessary, the Company may restrict any use of the Service in order to prioritize the communication of the contents that are necessary as well as the communication of a matter of urgency for public interest in preventing and providing rescue for act of God, incident, or any other emergency, in securing transportation, communication and power supply, as well as in maintaining order.
3. The Company may apply rate limiting or suspend the connection for Service Communication Lines when the communications traffic is deemed excessive relative to the volume processable by the telecommunications equipment of the Company, or in the event of, or in the event of being at risk of suppressing the capacity of the Company's telecommunications equipment, or when the Company deems any use of the Service may deteriorate the quality and the efficiency of the communication experienced by other ISP Subscribers or the users.

(Suspension of Use)

Article 20. The Company may suspend use of the Service by ISP Subscribers in the following cases.

- (1) Payment has not been made for fees or other liabilities, even after the payment date specified by the Company has elapsed.
- (2) Use of the credit card or the bank account designated by the ISP Subscriber for payment of fees or other liabilities is not recognized.
- (3) The Company has determined that false information has been provided concerning the ISP Subscriber Registration or the ISP Agreement.
- (4) The Company has recognized that an ISP Subscriber has committed acts that violate Article 34 (Prohibitions) or Article 35 (Customer Harassment).
- (5) The Equipment Installation Agreement is cancelled.
- (6) Other than the preceding items, the subscriber has committed actions that violate the Terms of Service or Individual Provisions that significantly interfere with, or may interfere with, Service Communications Equipment or the execution of the business of the Company with regard to the Service.
- (7) There are justifiable grounds other than those in the preceding items.
2. When suspending use of the Service under the provisions of the preceding paragraph, the Company shall in principle provide notification of this to the ISP Subscriber. However, advance notification or announcement is not necessary in case of emergencies or when unavoidable.

(Corrective Measures)

Article 21. When the Company has recognized that an ISP Subscriber has committed acts that violate Article 34 (Prohibitions) or Article 35 (Customer Harassment), the Company may set a reasonable time period and request correction of the acts by the ISP Subscriber.

SECTION 5 – Fees, etc.

(Fees)

Article 22. Fees for the Service and other Subscriber Services provided by the Company shall be as provided for in the Fee Table set forth separately.

(Obligation to Pay Fees, etc.)

Article 23. ISP Subscribers shall be required to pay the fees provided for in the Fee Table set forth separately.

(Method of Payment of Fees)

Article 24. ISP Subscribers shall pay fees in accordance with the provisions of the Fee Table set forth separately, using the methods set forth in the following items.

- (1) Payment by credit card of a credit company prescribed by the Company
 - (2) Other methods of payment prescribed by the Company
2. In the case of payment methods set forth in Item 2 of the preceding paragraph, the ISP Subscriber may be unable to use a portion of the services provided by partner companies designated by the Company.
 3. ISP Subscribers shall consent to billing and collection work for fees set forth in Article 22 (Fees), performed by the Company or by business operators to which the Company outsources fee collection work.

(Transfer of Credit)

Article 25. The Company may transfer credit concerning fees and other liabilities provided for in the Fee Table set forth separately, in whole or in part, to third parties.

2. When the Company transfers credit as provided for in the preceding paragraph, the Company shall provide notification in advance to the ISP Subscriber in the manner prescribed by the Company.

(Premium Fees and Delinquency Charges)

Article 26. In the event that an ISP Subscriber has illegally evaded payment of fees or other liabilities, the subscriber shall pay a premium fee equivalent to twice the amount that was evaded (without the addition of consumption tax), with consumption tax added to that amount.

2. In the event that an ISP Subscriber has not paid fees or other liabilities (excluding delinquency charges) after the payment date has elapsed, the subscriber shall pay delinquency charges equivalent to the amount calculated from the number of days starting with the day following the payment date until the day before the receipt of payment, at the statutory interest rate.

However, this shall not apply for payments received within 10 days after the payment due date.

SECTION 6 – Maintenance

(Provision, etc., of Places for the Installation of the Service Communications Equipment)

Article 27. The Company will install or lease the Service Communications Equipment necessary for the provision of the Service in accordance with the provisions of the ISP Agreement and the Equipment Installation Agreement.

2. ISP Subscribers shall not move the Service Communications Equipment without the approval of the Company.
3. If the Service Communications Equipment needs to be installed in an exclusively held space and individual rental housing unit of housing complex registered by an ISP Subscriber, the ISP Subscriber shall provide the place and equipment necessary for the installation without compensation.
4. Where necessary for the installation, maintenance, etc., of the Service Communications Equipment, the Company will enter the place provided by the relevant ISP Subscriber upon its consent. In this case, unless there is a justifiable reason, the ISP Subscriber shall allow the Company to enter such place.
5. The electricity required for the telecommunications equipment such as the Service Communications Equipment installed in the exclusively held space and individual rental housing unit of housing complexes registered by an ISP Subscriber shall be provided by the ISP Subscriber without compensation, in accordance with the ISP Agreement.

(Responsibility for Maintenance)

Article 28. ISP Subscribers shall maintain the Private Terminal Equipment or Private Telecommunications Equipment in conformity with the Regulation on Terminal Facilities (Order of the Ministry of Posts and Telecommunications No. 31 of 1985) (hereinafter the “Technical Standards”) and terms and conditions of interconnection of terminal facilities (hereinafter the “Technical Conditions”).

(Response to Occurrences of Failure)

Article 29. When an ISP Subscriber has become unable to use the services provided for by the Terms of Service, the subscriber shall check the Private Terminal Equipment, etc., and other telecommunications equipment within the housing complex, and, if the cause of failure is recognized to lie with telecommunications equipment that is the Service Communications Equipment, shall promptly notify the Company to that effect.

2. When contact according to the preceding paragraph has been received from an ISP Subscriber, the Company shall test the telecommunications equipment within the housing complex via remote operation, etc. In the event that the testing has revealed failure in telecommunications equipment within the Company's maintenance segment, the Company shall promptly dispatch staff to perform an inspection.
3. In cases according to the preceding paragraph, if the cause of failure lies with the Service Communications Equipment, the Company shall perform repairs free of charge. However, if the cause lies with Private Terminal Equipment, etc., the Company shall perform repair (for fees) only if requested by the ISP Subscriber.
4. If there is any special provision in the Equipment Installation Agreement with respect to the matters set forth in this Article, such provision shall apply.

SECTION 7 – Compensation for Damages

(Reduction of Fee)

Article 30. In the event that the Company, for reasons attributable to the fault of the Company, has not provided the Service when required to do so, the Company shall compensate ISP Subscribers for damages, limited to cases in which the unusable state has continued for at least 24 hours starting from the time that the Company has become aware that the Service is completely unusable (including cases in which significant interference occurring in the use of the Service renders it essentially completely unusable).

2. In cases according to the preceding paragraph, the Company shall calculate a number of days for every full 24 hours that the service remains in an unusable state (limited to the portion that is a multiple of 24 hours), starting from the time that the Company became aware that the Service is in an unusable state (or, depending on the agreement with the housing complex in which ISP Subscribers reside, the time in which restoration of the Service became possible in cases in which restoration of the Service cannot be performed within 24 hours), and, deeming the total amount of the basic usage fee corresponding to the calculated number of days to equate to damages, shall pay compensation limited to the amount of damages. This compensation shall be handled as a reduction to the basic usage fee.
3. In the event that the Company was unable to provide the Service due to natural disaster, incident, or other force majeure, the Company shall bear no liability for compensation.
4. Notwithstanding the provisions of the preceding three paragraphs, if the handling of compensation for damages is particularly provided for in the Fee Table set forth separately or in Individual Provisions, then compensation shall be handled according to such Fee Table or provisions.
5. Compensation made in accordance with the provisions of the preceding four paragraphs shall be limited to cases in which the ISP Subscriber has made a request within 3 months from the restoration of the Service.
6. Any provision of this Article or the Terms of Service that indemnifies the Company in whole or in part from any liability for damages caused by the Company due to an event attributable to the Company's willful or gross negligence shall not apply.

(Exclusions)

Article 31. The Company shall make no warranty for communications quality or communications speed in connection with the Service.

2. The Company shall make no warranty with respect to the completeness, accuracy, usefulness, or legality of information, software, etc., obtained by ISP Subscribers through the use of the Service, etc.
3. The Company shall make no warranty for the behavior, functionality, settings, etc., of computer devices or communications devices that connect to the Service Communications Equipment in the use of the Service by ISP Subscribers.
4. The Company shall bear no liability for disputes, etc., occurring between ISP Subscribers and other parties through the use of the Service.

SECTION 8 – Compliance Rules

(Preparation and Connection of ISP Subscriber Equipment, etc.)

Article 32. ISP Subscribers shall perform preparation, installation, connection, setting, and maintenance of communications equipment, software, and all other necessary auxiliary equipment (hereinafter "ISP Subscriber Equipment, etc."), and shall perform other necessary preparations required for use of the Service, at their own expense and responsibility.

2. ISP Subscribers shall, at their own expense and responsibility, prevent leaks of information, unauthorized access, and infection by computer viruses, and shall otherwise maintain security according to their usage environments, based on information provided by the Company or by relevant authorities. With regard to the prevention of unauthorized access, subscribers shall refer to prevention measures, prevention policies, etc. suggested by the National Police Agency, conforming to the Act on the Prohibition of Unauthorized Computer Access (Act No. 128 of August 13, 1999) prescribed by the Ministry of Internal Affairs and Communications.
3. In the event that minors (meaning individuals under age 18; the same shall apply hereinafter) reside in the home of an ISP Subscriber, the subscriber shall conform with the ordinances of the prefecture of residence, and shall prepare equipment or services enabling the use of filtering functions (meaning mechanisms for selecting whether to receive information available via the Internet, based upon certain criteria) in order to exclude information that may interfere with the sound development of minors.
4. The Company shall approve the connection of ISP Subscriber Equipment, etc., provided for in Paragraph 1, with the exception of the following cases.
 - (1) The Company has determined that the connection would obstruct the Service or the Service Communications Equipment.
 - (2) The Company has determined that the connection would cause inconvenience to other ISP Subscribers using the Service.

(Blocking of Communications, etc., to C&C Server, etc.)

Article 33. When an ISP Subscriber requests the Company for access to a server on the Internet, and when the ISP Subscriber's computer tries to access a C&C server (meaning a server computer that gives directions to and controls a group of computers in a cyberattack where an intruder from the outside hijacks many computers to use for the attack), etc., as a result of infection with malware (comprehensive term for computer virus, worm spyware and other "malicious software"), for the purpose of blocking such access, the Company will detect domain information, etc., relating to a name resolution request concerning the access request of the ISP Subscriber in a mechanical and automatic manner, and check such information, etc., against domain information, etc., in the address list specified by the Company and if it is identical to domain information, etc., in such list, the Company shall block communications related to such name resolution request. In this case, the Company shall immediately block such communications without alerting the ISP Subscriber.

2. An ISP Subscriber who uses the Service shall give prior and comprehensive approval for the content, purpose, etc., of the detection and blocking of communications performed by the Company as set forth in the preceding paragraph.
3. With respect to the detection, blocking of communications, etc., performed by the Company as set forth in Paragraph 1, an ISP Subscriber may change settings from time to time so that such detection, blocking of communications, etc., are not performed while the other conditions remain the same. In the manner set forth separately by the Company, the Company shall make public the method for changing settings.
4. Even if an ISP Subscriber bears any disadvantage in relation to the use of Internet communications due to detection, blocking of communications, etc., performed by the Company as set forth in this clause, the Company shall not be held liable for the disadvantage.
5. The Company shall not guarantee the completeness of detection and blocking of communications performed by the Company as set forth in this clause, and shall not be held liable for damage occurring as a result of the detection and blocking of communications.

(Prohibitions)

Article 34. ISP Subscribers shall comply with the matters set forth in the following Items.

- (1) ISP Subscribers must store the Service Communications Equipment under the duty of care of a prudent manager.
 - (2) ISP Subscribers must not violate the provisions of laws, regulations, etc., in or outside of Japan in the use of the Subscriber Services.
 - (3) ISP Subscribers shall manage the user IDs and passwords granted by the Company under the duty of care of a diligent manager, and, upon detecting a situation that suggests unauthorized use, shall promptly notify the Company to that effect.
 - (4) ISP Subscribers shall bear management responsibility for the use of the Subscriber Services, for all actions performed through said use (including use by third parties that is deemed to constitute usage and actions by an ISP Subscriber, as well as the transmission of information by third parties using private functions set by an ISP Subscriber), and for any results thereof.
2. In using the Subscriber Services and the Service, the ISP Subscribers shall not perform the following actions.
- (1) Actions that infringe upon or may infringe upon the intellectual property rights (patent rights, utility model rights, copyrights, design rights, trademark rights, etc.) of the Company or of other parties (including actions leading to the distribution of information, equipment, software, etc., for the purpose of avoiding technical protective measures for prevention of copyright infringement).
 - (2) Actions that infringe upon or may infringe upon the assets, privacy, or portrait rights of other parties.
 - (3) Actions that discriminate against or abuse/insult others, or promote unjust discrimination against others, or defame the reputation or credibility of others.
 - (4) Actions that cause or are highly likely to cause a crime such as fraud, child-sex trade, illegal trade of bank accounts or mobile phones, or criminal behaviors such as obstruction of business or actions that induce or instigate such behaviors.
 - (5) Actions that transmit or display information concerning the manufacture, sale, or acquisition of illegal drugs, firearms, poisons, explosives, or other contraband.
 - (6) Actions that use gambling, obstruction of business, etc., as means of crime, or that transmit or display information that may encourage or instigate crime.
 - (7) Actions that transmit or display video, images, audio, or text corresponding to obscenity, child pornography, or child abuse, the sale of media on which these are recorded, or actions that display or transmit advertisements for the transmission, display, or sale of these.
 - (8) Actions that violate the Anti-Stalking Act (Act No. 81 of 2000).
 - (9) Actions of advertising money loans without registration of money lending business, or actions that establish or solicit pyramid schemes (Ponzi schemes).
 - (10) Actions that violate the Act on Regulation on Soliciting Children by Using Opposite Sex Introducing Service on Internet (Act No. 83 of June 13, 2003).
 - (11) Actions that falsify or delete information that is usable through the Service.
 - (12) Actions that use the Service through spoofing of other parties (including actions that tamper with e-mail headers, etc., for the purpose of disguise).
 - (13) Actions that transmit harmful computer programs, etc., or leave these in a state enabling receipt by other parties.
 - (14) Actions of undertaking, intermediating or inducing (including requesting others to do) illegal behaviors (e.g., assignment of hand-guns or other items, illicit manufacturing of guns/explosives, provision of child pornography, forgery of official documents, murder or threat).
 - (15) Actions of transmitting to many and unspecified persons the information of atrocities such as murder scenes, the information such as an image of animal killing/abuse, or other information that is abhorrent to common sense.
 - (16) Actions of inducing or soliciting a person to commit suicide, actions of introducing methods of suicide that are highly likely to threaten third parties, or the like.
 - (17) Actions of encouraging unspecified persons to post on websites the information that cause or is highly likely to cause a crime or illegal behavior or the information that unjustly defames/insults others or infringes privacy of others.
 - (18) Actions that violate the Public Offices Election Act (Act No. 100 of April 15, 1950).
 - (19) Actions that transmit e-mails containing advertisements, propaganda, solicitations, etc., to other parties without permission, or e-mails that incite or may incite disgust in other parties.
 - (20) Actions that interfere with the receipt of e-mails by other parties.
 - (21) Actions that request the forwarding of chain e-mails or that forward chain e-mails in response to requests.
 - (22) Actions that violate the Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002).
 - (23) Actions that access the equipment of other companies or the Company's communications equipment (meaning the communications equipment, computers, and other equipment and software prepared by the Company in order to provide Internet services; the same shall apply hereafter) without permission, or that create obstacles to the use or operation of these through the transmission of large volumes or e-mails or messages, etc. (including actions that may create such obstacles).
 - (24) Actions that lead to the distribution of information, equipment, software, etc., for the purpose of nullifying or avoiding access control functions of other companies' equipment or the Company's communications equipment.
 - (25) Actions that acquire the Personal Information of other parties without the consent of said parties or through fraudulent means (including phishing and similar means).
 - (26) Actions that neglect labeling obligations in accordance with the Act on Specified Commercial Transactions (Act No. 57 of June 4, 1976) and misrepresent the results of actions with no contractual intent as having concluded a contract.
 - (27) In cases in which notification to regulatory agencies, etc., acquisition of approval from these, etc., or similar procedures are mandated in accordance with laws and regulations, actions that use the Service without performing said procedures.
 - (28) All actions that lead others, directly or indirectly, to connect to websites on contracted lines, or websites other than on contracted lines, on which actions corresponding to any of the above Items are performed (including cases in which the actions are performed by other persons). (For instance, actions of providing a link to any of the aforementioned websites.)
 - (29) Actions other than the above that transmit or display textual descriptions or information with content that violates laws or regulations (meaning statutes, cabinet orders, etc.).
 - (30) Actions which, even if not recognizable as corresponding to the above Items, are recognized by the Company, through comprehensive judgment of the essence, manner, or overall impression of the actions, as conforming to or resembling such actions.
 - (31) Other actions that significantly violate public order and morality or infringe upon the rights of others, as determined by the Company.
3. When an ISP Subscriber has lost or damaged communications equipment for the Service due to violation of the provisions of the preceding paragraph or due to other reason, the subscriber shall pay necessary expenses for replacement, repair, other construction, etc., by the date specified by the Company.
4. In the event that a dispute occurs or notification of inquiries, claims, etc., is received with regard to an ISP Subscriber's use of the Subscriber Services or the Service or the ISP Subscriber's associated actions, the ISP Subscriber shall resolve these at his or her own responsibility and expense.

5. In the event that an ISP Subscriber has demands, requests, questions, or claims concerning the actions of third parties, the ISP Subscriber shall directly notify the third parties to that effect, and shall resolve the matter at his or her own responsibility and expense.
6. In the event that an ISP Subscriber has inflicted damages on the Company or a third party through the subscriber's use of the Subscriber Services or the Service or the ISP Subscriber's associated actions (including cases in which the Company or third party has suffered damages due to a subscriber failing to perform his or her obligations under the Terms of Service), the ISP Subscriber shall pay compensation for damages at his or her own responsibility and expense.

(Customer Harassment)

Article 35. In the use of the Subscriber Services or the Service, when an enquiry to, request to or negotiation with any officer or employee of the Company or its outsourcee (hereinafter "Person Related to the Company") falls under any of the following, and if the content of the request is significantly inappropriate, or if the means/manner of achieving the request is socially unacceptable or is, or is likely to be, contrary to laws and regulations such as the criminal or minor offense law, the Company may reject the implementation of the Subscriber Services or the Service, or otherwise reject requests from the users.

(1) Requests to provide services that are excessive and socially unacceptable such as a demand beyond the scope of agreement.

(2) Demand to the Company for an apology or for the punishment of the Person Related to the Company without reasonable grounds.

(3) Actions of restraining the Company or the Person Related to the Company for a long period of time such as by excessive repetition of the same requests or claims.

(4) Actions of intimidating, threatening or assaulting.

(5) Defamation on SNS or the Internet.

(6) Insult, statements denying personality, or infringement of privacy.

(7) Inflicting bodily injury, physical abuse, threatening, blackmail, or failed attempt thereof.

(8) Extortion, insult, damage to credit, obstruction of business, or forcible obstruction of business.

(9) Trespass, or refusal to leave.

(10) Any other acts similar to those set forth in the preceding items.

2. ISP Subscribers and other users shall not perform any act set forth in the preceding paragraph. If the Company or the Person Related to the Company suffers damage due to such act, the actor must compensate for any damage and mental suffering incurred by the Company or the Person Related to the Company.
3. If a user falls under any of the provisions of Paragraph 1, the Company and the Person Related to the Company shall have no responsibility for their default.
4. If a user falls under any of the provisions of Paragraph 1, the Company and the Person Related to the Company may cancel any agreement with such user without any burden.
5. If a user falls under any of the provisions of Paragraph 1, the Company and the Person Related to the Company will call or contact the police, attorney, etc., and develop an appropriate response.

(Users' Compliance)

Article 36. When an ISP Subscriber has a user who is not an ISP Subscriber use the Service or the Subscriber Services, the ISP Subscriber shall, at its responsibility, obtain the consent of the user to the content of the Terms of Service and have the user comply with the provisions of the Terms of Service. Also, the ISP Subscriber shall be responsible for all use of the Service and the Subscriber Services by the user and the consequences of such use.

SECTION 9 – Miscellaneous Provisions

(Notifications to ISP Subscribers)

Article 37. The Company shall notify ISP Subscribers of notices based on the Terms of Service and other necessary matters from time to time via e-mail transmission, web site posting, or other manner deemed appropriate by the Company.

(Protection of the Confidentiality of Communications)

Article 38. The Company shall protect the confidentiality of communications handled in conjunction with the provision of the Service in accordance with Article 4 of the Business Law, and shall use or store confidential information only to the extent necessary to ensure the smooth provision of the Service.

(Handling of Personal Information, etc.)

Article 39. In addition to use for the purpose of providing the Subscriber Service, the Company shall use Personal Information, etc. (meaning personal information concerning ISP Subscribers, including name, address, telephone number, FAX number, e-mail address, and contractual information for services used by the ISP Subscriber, which is obtained in connection to the provision of the Subscriber Service, and to which confidentiality of communications, provided for in the preceding article, does not apply; the same shall apply hereinafter) to the extent described in purposes of use set forth separately by the Company in personal information protection policies (hereinafter "Purposes of Use").

2. In addition to Purposes of Use, the Company shall provide Personal Information to third parties limited to the following cases. However, in the event that due to the provision of Personal Information to parties outside the scope set forth in this Article, the Company has received a demand to cease provision of Personal Information, etc., to a third party in accordance with the provisions of the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003), the Company will respond in good faith in accordance with the provisions of said Act.

(1) Use of Personal Information with the consent of the subject.

(2) Use of Personal Information in accordance with the rules, etc., of the Japan Network Information Center and of Japan Registry Services Co., Ltd.

3. Notwithstanding the provisions of the preceding two paragraphs, the Company may use or provide Personal Information in accordance with and within the scope established by laws and regulations including the Code of Criminal Procedure (Act No. 131 of July 10, 1948) and 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 (Act No. 137 of November 30, 2001).

(Agreed Jurisdiction)

Article 40. In the event of the necessity of legal action between an ISP Subscriber and the Company concerning the Terms of Service, the Tokyo District Court will be the first court of exclusive jurisdiction.

(Others)

Article 41. If there is any special provision in the Appendix or the Fee Table other than what is prescribed in the main clause of the Terms of Service, such special provision shall apply.

1. Content of the Service

Course	Type	Content
1	100 Mbps	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 100 Mbps (on a best-effort basis)*1.
2	100 Mbps (VDSL)	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 100 Mbps (on a best-effort basis)*1. In order to use this course, ISP Subscribers must rent a VDSL modem.
3	1 Gbps	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 1 Gbps (on a best-effort basis)*1.
4	1 Gbps (G.fast)	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 1 Gbps (download/upload combined) (on a best-effort basis)*1, *2. In order to use this course, ISP Subscribers must rent a G.fast modem.
5	2.5 Gbps	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 2.5 Gbps (on a best-effort basis)*1.
6	5 Gbps	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 2.5 Gbps (on a best-effort basis)*1.
7	10 Gbps	The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 10 Gbps (on a best-effort basis)*1.

■ Remarks

*1 The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as effective speed.

*2 The value of effective speed varies depending on the amount of equipment installed.

■ Others

1. Pursuant to the Equipment Installation Agreement, ISP Subscribers will be provided with either of the following services: Condominium All-Unit Package Type, Condominium All-Unit All-Giga Type/Condominium All-Unit All-Giga B Type, Condominium All-Unit Select Type, Condominium All-Unit All-Giga Optical Fiber Type/Condominium All-Unit All-Giga Optical Fiber B Type, Condominium All-Unit Package Simple Type, Condominium All-Unit Package Multi Type, or Five.A.
2. The Equipment Installation Agreement specifies which courses the ISP Subscriber may select for each Subject Property. In addition to the above, if any provision of the Equipment Installation Agreement specifies specifications or details, etc., of the Service, the provision shall apply.
3. If the Service is provided according to the “VDSL method” and “G.Fast method,” VDSL modems and G.Fast modems required for using the Service shall be leased to ISP Subscribers who have entered into ISP Agreements. The lease fees for the modems shall be included in the basic usage fees.
4. The Company shall allocate one (1) or more global IP addresses to the ISP Subscriber within the scope determined by the Company.
(Note) The scope determined by the Company shall be prescribed in the Equipment Installation Agreement.
5. In the case of the preceding item, the Company may allocate private IP addresses instead of global IP addresses due to unavoidable circumstances in the execution of the Company’s business.
6. Notwithstanding the preceding two paragraphs, one (1) or more private IP addresses shall be allocated within the scope set forth by the Company in the Equipment Installation Agreement, if “Condominium All-Unit Package Multi Type,” “Condominium All-Unit Package Simple Type,” or “Five.A” is selected in the Equipment Installation Agreement.
7. The maximum number of terminals connected shall be five (5). However, such number shall be twenty (20) if “Condominium All-Unit Package Multi Type” is selected in the Equipment Installation Agreement, and ten (10) if “Five.A” is selected.
8. If “Condominium All-Unit All-Giga Optical Fiber Type,” “Condominium All-Unit All-Giga Optical Fiber B Type” or optical fiber connectivity of “Condominium All-Unit Package Multi Type” is selected in the Equipment Installation Agreement, ONU equipment (line termination equipment installed in exclusively held space) whose ownership belongs to the Company may be installed in exclusively held space. In this case, ISP Subscribers shall pay expenses equivalent to the cost of the equipment if it is damaged, destroyed, or lost.
9. If “Five.A” is selected in the Equipment Installation Agreement, in-wall equipment (line termination equipment installed in exclusively held space) whose ownership belongs to the Company may be installed in exclusively held space. In this case, ISP Subscribers shall pay expenses equivalent to the cost of the equipment if it is damaged, destroyed, or lost.
10. In the event that the Company separately provides and leases wireless LAN equipment (including Wi-Fi equipment) to ISP Subscribers in relation to the Service, the subscribers shall use the equipment after acknowledging that the Company does not guarantee transmissions to all places in each housing unit.

2. Technical Matters

Technical matters for the Service shall be as follows.

Physical conditions	Ethernet 10BASE-T/100BASE-TX/1000BASE-T or 1000BASE-T
Standard	IEEE802.3ab
Transmission rate	100 Mbps, 1 Gbps, 2.5 Gbps, 5 Gbps, 10 Gbps
Cable type	Category 5e, Category 6, UTP cable
Connector shape	RJ-45 connector
Communication method	Full duplex

3. Optional Services

Type	Content
1-Giga Course	<ol style="list-style-type: none">1. ISP Subscribers may apply for these services only in the case where they have chosen “Condominium All-Unit Select Type” in Equipment Installation Agreements.2. These services shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 1 Gbps (on a best-effort basis). <p>(Note) The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as execution speed.</p>

Fee Table

(Method of Calculation of Fees)

- With respect to basic usage fees or optional usage fees prescribed in the Terms of Service, the Company shall charge ISP Subscribers the fees for a period from two (2) weeks after the Company receives an application for an ISP Agreement through to the end of month to which the date of cancellation of the Service belongs, which is considered as the applicable billing period. In this case, calculation of the fees shall be made on a pro-rata basis according to the number of calendar days.
- In the event that the provisions of Paragraph 2 of Article 30 (Reduction of Fee) are applicable, the Company shall calculate the fees on a pro-rated daily basis. In this case, calculation shall be made on a pro-rata basis according to the number of calendar days.
- If any fraction less than one (1) yen comes out as a result of calculation of fees and other amounts by the Company, such fraction shall be rounded down to the nearest whole number.
- An ISP Subscriber shall pay fees set forth in the preceding paragraphs as consideration for the Service specified in the Fee Table no later than a due date prescribed by the Company.

(Addition of Amount Equivalent to Consumption Taxes)

- Amounts of fees and other monetary obligations that are required to be paid under the Terms of Service shall be as provided for in the Fee Table. Note that if there is a change to the consumption tax rate, the tax rate after change shall be applied when making additions.

(Basic Usage Fees)

- The basic usage fees for the Service shall be as follows; provided, however, that, if there is any provision therefor in the Equipment Installation Agreement, such provision shall apply.

Course	Type	Units	Fee (including consumption tax)
1	100 Mbps	Monthly amount per ISP Agreement	5,900 yen
2	100 Mbps (VDSL)	Monthly amount per ISP Agreement	5,900 yen
3	1 Gbps	Monthly amount per ISP Agreement	6,500 yen
4	1 Gbps (G.fast)	Monthly amount per ISP Agreement	6,500 yen
5	2.5 Gbps	Monthly amount per ISP Agreement	7,200 yen
6	5 Gbps	Monthly amount per ISP Agreement	7,800 yen
7	10 Gbps	Monthly amount per ISP Agreement	8,500 yen

(Fee for Optional Service)

- The fee for the optional service shall be as follows; provided, however, that, if there is any provision therefor in the Equipment Installation Agreement, such provision shall apply.

Type	Units	Fee (including consumption tax)
1-Giga Course	Monthly amount per ISP Agreement	330 yen

(One-Time Compensation)

- The one-time compensation for the Service, optional service, or other Subscriber Services shall be as follows.

Fee type	Units	Amount (including consumption tax)
Items involving change to the content of agreements or transfer of usage rights	Per ISP Subscriber Registration	1,100 yen
Items involving change to a course for which an agreement has been entered into	Per ISP Agreement	3,300 yen
Items involving termination of 1-Giga Course	Per ISP Agreement	3,300 yen
Loss of user terminal equipment	Per piece of user terminal equipment	8,000 yen (not taxable)

Remarks

- With respect to "items involving change to a course for which an agreement has been entered into," or "items involving termination of 1-Giga Course," the ISP Subscriber shall pay the one-time compensation as provided for in this section only in the case where the ISP Subscriber selects "Condominium All-Unit Select Type" in the Equipment Installation Agreement, changing a course from "1-Giga Course" to "100-Mega Course" and cancelling "1-Giga Course."
- The user terminal equipment refers to the VDSL modem and the G.Fast modem leased by the Company when the Company provides the Internet connection service (including the Service) with the "VDSL method" and "G.Fast method," which is leased by the conclusion of the ISP Subscriber Registration or the ISP Agreement.
- In the event that an ISP Subscriber Registration or the ISP Agreement is canceled as set forth in Article 11 (Cancellation of ISP Subscriber Registration by the ISP Subscriber), Article 12 (Cancellation of ISP Subscriber Registration by the Company), Article 15 (Cancellation of ISP Agreement by the ISP Subscriber) or Article 16 (Cancellation of ISP Agreement by the Company), or that the Company considers that user terminal equipment needs to be returned, ISP Subscribers shall promptly return user terminal equipment to the Company in the manner prescribed by the Company.
- In the event that it is not confirmed that user terminal equipment is returned by a deadline specified by the Company, the user terminal equipment shall be deemed to have been lost and the ISP Subscriber shall pay a penalty for loss.
- In relation to the return of user terminal equipment as set forth in the preceding two paragraphs, if an item other than leased equipment is sent to the Company, the Company will store the item for three (3) months and, unless the subscriber contacts the Company during the three (3)-month period, will dispose of the item in any manner decided by the Company. ISP Subscribers shall not lodge any objection to the disposal by the Company, and the Company shall not be responsible in any way for expenses, damage, etc. related thereto.

Contact Point

- With respect to the contact point for the Service, inquiries shall be received at a telephone number notified or publicized by a method determined by the Company.

However, inquiries about UCOM Hikari Residence Five.A are received only via chatbot on a website determined by the Company and are not received via telephone.