

UCOM Hikari Residence ISP Subscriber Terms of Service

Version: March 1, 2019

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 Service provided by TSUNAGU NETWORK COMMUNICATIONS INC. (hereinafter the “Company”).
2. A person who receives and uses the Service provided by the Company according to the all-unit package method provided for in the Fee Table in accordance with an Agreement with an Individual Housing Complex shall be deemed to have agreed to, and shall be subject to, the provisions of the Terms of Service, regardless of whether the person has entered into an ISP Subscriber Agreement. However, this shall not apply to the provisions of SECTION 3 of the Terms of Service.
 3. 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. Service	The Internet connection service provided by the Company in accordance with agreements with individual housing complexes, and provided to the exclusively held space of housing complexes and to individual rental housing units
2. ISP Subscriber Agreements	The agreement concluded with the Company by housing complex unit owners, lessees, and other tenants or residents who hold usage rights, upon consenting with the Terms of Service for the use of the Service
3. ISP Subscribers	Persons who have concluded an ISP Subscriber Agreement with the Company and persons who use the Service in accordance with Paragraph 2 of Article 1 hereof and are subject to the Terms of Service
4. Individual Provisions	Provisions set forth separately by the Company concerning the use of the Service
5. Agreements with Individual Housing Complexes	Individual agreements for the provision of the Service, concluded with the Company by the owners of housing complexes
6. UCOM Hikari Residence 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
7. UCOM Hikari Residence Telecommunications Equipment	A comprehensive term for UCOM Hikari Residence 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
8. Private Terminal Equipment	Modular jacks and other telecommunications equipment connected by housing complex owners, unit owners, etc. to one end of line termination equipment
9. Private Telecommunications Equipment	Telecommunications equipment, other than terminal equipment, installed by housing complex owners, unit owners, etc.
10. Private Terminal Equipment, etc.	Private Terminal Equipment and Private Telecommunications Equipment
11. 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 – Service

(Content of the Service)

Article 4. The content of the Service shall be as provided for in the Fee Table.

(Optional Services)

Article 5. Upon request by ISP Subscribers, the Company shall provide the optional services provided for in the Fee Table, in accordance with Article 14 (Application for Optional Services).

SECTION 3 – Agreements

(Unit for ISP Subscriber Agreements)

Article 6. The Company shall conclude one (1) ISP Subscriber Agreement with each exclusively held space and individual rental housing unit of housing complexes. In this case, the ISP Subscriber shall be an individual, subject to a limit of one (1) person per ISP Subscriber Agreement.

(Application for ISP Subscriber Agreement)

Article 7. Applications for ISP Subscriber Agreements 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 Agreement (hereinafter "ISP Subscriber Applicant") is an individual under 20 years of age, the application for ISP Subscriber Agreement 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 Agreement Applications)

- Article 8. Upon receipt of applications for ISP Subscriber Agreements, the Company shall perform approval of these in the order in which they were received, and upon approving an application, shall 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 Agreement in the following cases.
 - (1) The name of the ISP Subscriber Applicant is not a personal name.
 - (2) The Company has determined that false information has been provided in the application for ISP Subscriber Agreement.
 - (3) The Company has determined that the ISP Subscriber Applicant is currently delinquent in the payment of fees or other obligations under the Service, or poses a risk of delinquency.
 - (4) There is risk of violation of the provisions of Article 30 (Obligations of ISP Subscribers).
 - (5) The Company has determined that an agreement with the individual for the Company's telecommunications services has been canceled or suspended in the past for reason of unauthorized use, etc.
 - (6) 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.
 - (7) The Company has determined that the approval poses or may pose significant interference with the execution of the Company's business.
 3. If the Company does not approve an application for ISP Subscriber Agreement 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 ID, Passwords, etc.)

- Article 9. User IDs and passwords may be set for the purpose of appropriately managing and operating the Service and optional 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.
 8. When the Company has determined that an ISP Subscriber's actions significantly interfere with or risk interfering with the execution of the Company's business pertaining to the Service or with communications equipment for the Service, the Company may partially suspend the use of or may modify the ISP Subscriber's user ID and password.
 9. When the Company has partially suspended the use of a user ID and password as set forth in the preceding paragraph, it 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.

(Changes, etc. to the Content of Agreements)

- Article 10. 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 8 (Approval of ISP Subscriber Agreement Applications).
 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.
 5. The Company may perform verification of the content of ISP Subscribers' agreements and the content of notifications in accordance with Paragraph 1.
 6. In the event that an ISP Subscriber leaves the housing complex providing the Service, changes residence, or changes address by notification in accordance with Paragraph 1, the ISP Subscriber Agreement shall be terminated. At the time of termination of the ISP Subscriber Agreement, the procedures set forth in Article 12 (Cancellation of ISP Subscriber Agreement by the ISP Subscriber) shall be required.

(Transfer of Usage Rights)

- Article 11. The transfer of usage rights (meaning the rights of ISP Subscribers to receive provision of the Service in accordance with ISP Subscriber Agreements; the same shall apply hereinafter) 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 8 (Approval of ISP Subscriber 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.
 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 Subscriber Agreement by the ISP Subscriber)

- Article 12. When an ISP Subscriber seeks to cancel the ISP Subscriber 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 Subscriber 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 Subscriber Agreement on the last day of the month after the month in which the notification was received.

2. When an ISP Subscriber Agreement has been canceled according to the preceding paragraph, the Company shall handle the cancellation in accordance with the provisions of Article 8 (Approval of ISP Subscriber Agreement Applications).

(Cancellation of ISP Subscriber Agreement by the Company)

Article 13. If an ISP Subscriber for whom use of the Service had been suspended as provided for in Article 18 (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 Subscriber Agreement.

2. When any of the provisions of the Items in Paragraph 1 of Article 18 (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 Subscriber Agreement without performing suspension of use of the Service.
3. In the event that an ISP Subscriber has committed actions that violate Article 30 (Obligations of ISP Subscribers), the Company may cancel the ISP Subscriber 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 19 (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 Subscriber Agreement immediately with no requirement for notification.
5. The Company may cancel an ISP Subscriber 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 an Agreement with an Individual Housing complex is canceled, the Company may cancel ISP Subscriber Agreements.
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 10 (Changes to the Content of Agreements) and that the reasons set forth in Paragraph 6 of the same Article apply, the Company shall cancel the ISP Subscriber Agreement after first notifying the ISP Subscriber. However, in the case that notification to the ISP Subscriber is difficult or that multiple ISP Subscriber Agreements are formed for the same exclusively held space and individual rental housing unit and there is a reasonable ground for canceling a previous ISP Subscriber Agreement; the Company may cancel the ISP Subscriber 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 Subscriber Agreement.

(Application for Optional Services)

Article 14. When a request for optional services has been received from an ISP Subscriber, the Company shall handle the request in accordance with the provisions of Article 8 (Approval of ISP Subscriber Agreement Applications).

(Changes to and Cancellation of Optional Services)

- Article 15. When an ISP Subscriber seeks to change or cancel an optional service, 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 – Equipment, etc.

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

Article 16. 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 UCOM Hikari Residence Telecommunications Equipment.
 - (2) The Company has determined that the connection would cause inconvenience to other ISP Subscribers using the Service.

SECTION 5 – Restrictions on Use and Suspension of Use

(Restrictions on Use)

Article 17. 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 UCOM Hikari Residence Telecommunications Equipment.

- (2) The Company has halted the provision of UCOM Hikari Residence Communication Lines in accordance with the provisions of Agreements with Individual Housing Complexes.
 - (3) The Company has recognized violation of the provisions of Article 30 (Obligations of ISP Subscribers).
 - (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. When restricting 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.
 3. 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.
 4. An ISP Subscriber who uses the Service in accordance with an Agreement with an Individual Housing Complex 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.
 5. With respect to the detection, blocking of communications, etc. performed by the Company as set forth in Paragraph 3, 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.
 6. 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.
 7. 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.

(Suspension of Use)

Article 18. 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 Agreement.
 - (4) The Company has recognized actions in violation of the provisions of Article 30 (Obligations of ISP Subscribers).
 - (5) The Agreement with an Individual Housing Complex has been canceled.
 - (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, UCOM Hikari Residence Telecommunications Equipment or the execution of the business of the Company with regard to the Service.
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 19. When the Company has recognized that an ISP Subscriber has committed acts that violate Article 30 (Obligations of ISP Subscribers), the Company may set a reasonable time period and request correction of the actions by the ISP Subscriber.

SECTION 6 – Fees, etc.

(Fees)

Article 20. Fees for the Service provided by the Company shall be as provided for in the Fee Table set forth separately.

(Obligation to Pay Fees, etc.)

Article 21. ISP Subscribers shall be required to pay the fees provided for in the Fee Table set forth separately.

(Method of Payment of Fees)

Article 22. 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 20 (Fees), performed by the Company or by business operators to which the Company outsources fee collection work.

(Transfer of Credit)

Article 23. 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 24. 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 a 14.5% annual interest rate.
However, this shall not apply for payments received within 10 days after the payment due date.

SECTION 7 – Maintenance

(Maintenance Segments, etc.)

Article 25. The Company's ownership segment and maintenance segment concerning telecommunications equipment within a property shall be as set forth in separate Agreements with Individual Housing Complexes.

(Response to Occurrences of Failure)

Article 26. When an ISP Subscriber has become unable to use the services provided for by the Terms of Service, the subscriber shall check the telecommunications equipment within the housing complex in accordance with the ownership segment and maintenance segment of telecommunications equipment set forth in the Agreements with the Individual Housing Complex, and, if the cause is recognized to lie with telecommunications equipment within the Company's maintenance segment, shall promptly contact 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 UCOM Hikari Residence Telecommunications 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.

SECTION 8 – Compensation for Damages

(Reduction of Fee)

Article 27. 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.

(Exclusions)

Article 28. 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, or usefulness 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 UCOM Hikari Residence Telecommunications 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 9 – Miscellaneous Provisions

(Notifications to ISP Subscribers)

Article 29. The Company shall notify ISP Subscribers of necessary matters from time to time via e-mail transmission, web site posting, or other manner deemed appropriate by the Company.

(Obligations of ISP Subscribers)

Article 30. ISP Subscribers shall comply with the matters set forth in the following Items.

- (1) ISP Subscribers must store the UCOM Hikari Residence Telecommunications 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 Service.
- (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 Service, 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. ISP subscribers must not perform the following actions in the use of the Service.
 - (1) Actions that infringe upon or may infringe upon the intellectual property rights (patent rights, utility models, 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 other parties, or defame the reputation or credibility of other parties.

- (4) Fraud, obstruction of business, or other criminal actions, or actions that incite or instigate such actions.
 - (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 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 that violate the Public Offices Election Act (Act No. 100 of April 15, 1950).
 - (15) Actions that transmit e-mail containing advertisements, propaganda, solicitations, etc. to other parties without permission, or e-mail that incites or may incite disgust in other parties.
 - (16) Actions that interfere with the receipt of e-mail by other parties.
 - (17) Actions that request the forwarding of chain e-mail or that forward chain e-mail in response to requests.
 - (18) Actions that violate the Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002).
 - (19) 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-mail or messages, etc. (including actions that may create such obstacles).
 - (20) 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.
 - (21) Actions that acquire the Personal Information of other parties without the consent of said parties or through fraudulent means (including phishing and similar means).
 - (22) 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.
 - (23) 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.
 - (24) 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). (Example: Linking to websites corresponding to the above.)
 - (25) Actions other than the above that transmit or display textual descriptions or information with content that violates laws or regulations.
 - (26) 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.
 - (27) 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 Service or the subscriber's associated actions, the 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 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 Service or the 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 subscriber shall pay compensation for damages at his or her own responsibility and expense.

(Protection of the Confidentiality of Communications)

Article 31. The Company shall protect the confidentiality of communications handled in conjunction with the provision of the Service in accordance with Article 4 of the Telecommunications 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 32. In addition to use for the purpose of providing the 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 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 (hereinafter "JPNIC") and of Japan Registry Services Co., Ltd. (hereinafter "JPRS").
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 33. 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.

(Access to Materials)

Article 34. The Company shall provide access to materials concerning matters in the Terms of Service (including Individual Provisions) set forth separately by the Company.

(Provision by Partner Businesses)

Article 35. The Company may provide the Service to ISP Subscribers through partner businesses. In this case, the entity providing the Service to the ISP Subscriber shall be the partner business, and the Terms of Service shall apply with “the Company” understood to mean the partner business. However, even in this case, the Company may perform collection of fees for the Service, in whole or in part, on behalf of the partner business.

UCOM Hikari Residence ISP Subscriber Terms of Service Fee Table (All-Unit Package Subscription Method)

* With respect to UCOM Hikari Residence services for which an Agreement with an Individual Housing Complex is entered into in a manner so that all housing units collectively receive provision of services, this Fee Table shall apply.

* In the case where UCOM Hikari Residence services are received according to the all-unit package subscription method, a person who uses UCOM Hikari Residence services shall be subject to the provisions of the Terms of Service, regardless of whether the person has entered into an ISP Subscriber Agreement. However, this shall not apply to the provisions of SECTION 3 of the Terms of Service.

(Method of Calculation of Fees)

1. The Company shall use calendar months when calculating a basic usage fee and an additional usage fee prescribed in the Terms of Service.
2. An ISP Subscriber shall pay fees set forth in the preceding paragraph as consideration for the Service and optional services no later than a due date prescribed by the Company.
3. The Company shall calculate additional usage fees for optional services set forth in Section 8 (Optional Services) of the Fee Table on a pro-rated monthly basis and shall charge ISP Subscribers for the fees with a period from the month following that in which the start day of provision of optional services (this shall be considered the day when it becomes possible to use optional services) falls through to the last day of the month in which the day of notification of cancellation of optional services being considered as the applicable billing period (if the month of start of provision of services and the month of cancellation are identical, that month is considered as the applicable billing period).
4. In the event that the provisions of Paragraph 2 of Article 27 (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.
5. 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.

(Addition of Amount Equivalent to Consumption Taxes)

6. 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, and the amount obtained by adding consumption tax to those amounts shall be charged. Note that if there is a change to the consumption tax rate, the tax rate after change shall be applied when making additions.

(Content of the Service)

7. The details of the Service shall be according to the table below.

Fee type	Amount (not including consumption tax)
Basic usage fees for the Service	0 yen
Remarks	
<ol style="list-style-type: none"> 1. The Service shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 100Mbps (on a best-effort basis) if “Condominium All-Unit Package Type” or “Condominium All-Unit Select Type” is selected in the Agreement with the Individual Housing Complex, or with speeds of up to 1Gbps (on a best-effort basis) if “Condominium All-Unit All-Giga Type,” “Condominium All-Unit All-Giga B Type,” “Condominium All-Unit All-Giga Optical Fiber Type” or “Condominium All-Unit All-Giga Optical Fiber B Type” is selected in the agreement. In addition, the Service shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 100Mbps (on a best-effort basis) or up to 1Gbps (on a best-effort basis) in accordance with the Agreement with the Individual Housing Complex if “Condominium All-Unit Package Simple Type” is selected, or with speed of up to 100Mbps (on a best-effort basis), up to 1Gbps (on a best-effort basis) or 10Gbps (on a best-effort basis) ^{Note 2} in accordance with the Agreement with the Individual Housing Complex if “Condominium All-Unit Package Multi Type” is selected. (Note 1) The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as execution speed. (Note 2) 10Gbps (on a best-effort basis) of “Condominium All-Unit Package Multi Type” is a specification of incoming lines to housing complexes, and the specifications of wiring to each housing unit within a housing complex shall be as set forth in Agreements with Individual Housing Complexes. 2. The Company shall allocate one (1) or more global IP addresses to ISP Subscribers within the scope set forth in Agreements with Individual Housing Complexes. 3. 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. 4. Notwithstanding the preceding two paragraphs, one (1) or more private IP addresses shall be allocated within the scope set forth in Agreements with Individual Housing Complexes, if “Condominium All-Unit Package Simple Type” or “Condominium All-Unit Package Multi Type” is selected. 5. The maximum number of terminals to be connected shall be five (5). Note that if “Condominium All-Unit Package Multi Type” is selected, the maximum number of terminals to be connected shall be twenty (20). 6. If “Condominium All-Unit All-Giga Optical Fiber Type” or “Condominium All-Unit All-Giga Optical Fiber B Type” is selected, ONU wireless LAN equipment (line termination equipment installed in exclusively held space) may be leased to ISP Subscribers under an Agreement with the Individual Housing Complex. In this case, ISP Subscribers shall pay expenses equivalent to the cost of the equipment if it is damaged, destroyed, or lost. 7. In the event that the Company 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. 	

(Optional Services)

8. The details of optional services shall be according to the table below.

Service	Units	Additional usage fees (not including consumption tax)
1-Giga Course	Monthly amount per ISP Subscriber	300 yen
Remarks		
<ol style="list-style-type: none"> These services shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 1Gbps (on a best-effort basis). (Note) The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as execution speed. ISP Subscribers may apply for these services only in the case where they have chosen “Condominium All-Unit Select Type” in Agreements with Individual Housing Complexes. With respect to additional usage fees for these services, notwithstanding the provisions of Paragraph 3 of (Method of Calculation of Fees), the Company shall charge ISP Subscribers for the fees with a period from two (2) weeks after the Company receives an application for these services (in this case, fees are calculated on a pro-rata basis according to the number of calendar days) through to the last day of the month in which the day of notification of cancellation of these services being considered as the applicable billing period. 		

(One-Time Compensation)

9. One-time compensation associated with the Service shall be according to the table below.

Fee type	Units	Amount (not including consumption tax)
Items involving change to the content of agreements or transfer of usage rights	For each agreement for the Service	1, 000 yen
Loss of user terminal equipment	Per piece of user terminal equipment	8,000 yen (not taxable)
Remarks		
<ol style="list-style-type: none"> User terminal equipment refers to VDSL modems and GFast modems leased by the Company to provide the Service according to the “VDSL method” and “GFast method” and fees related to user terminal equipment shall be included in basic usage fees. In the event that an ISP Subscriber Agreement is canceled as set forth in Article 12 (Cancellation of ISP Subscriber Agreement by the ISP Subscriber) or Article 13 (Cancellation of ISP Subscriber 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-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. 		

10. One-time compensation associated with optional services shall be according to the table below.

Fee type	Units	Amount (not including consumption tax)
Items involving termination of 1-Giga Course	For each agreement for optional services	3,000 yen
Remarks		
<ol style="list-style-type: none"> When canceling optional services for “1-Giga Course” set forth in Section 8 (Optional Services) above, ISP Subscribers shall pay a one-time compensation as provided for in this section. 		

UCOM Hikari Residence ISP Subscriber Terms of Service Fee Table (Arbitrary Subscription Method)

* With respect to UCOM Hikari Residence services under an Agreement with an Individual Housing Complex that each housing unit enters into at its discretion so that the unit receives provision of services, this Fee Table shall apply.

(Method of Calculation of Fees)

1. With respect to basic usage fees prescribed in the Terms of Service, the Company shall charge ISP Subscribers for the fees with a period from two (2) weeks after the Company receives an application for an ISP Subscriber Agreement through to the month in which the day of cancellation of the Service being 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.
2. In the event that the provisions of Paragraph 2 of Article 27 (Reduction of Fee) are applicable, the Company shall calculate the fees on a daily pro-rata basis. In this case, calculation shall be made on a pro-rata basis according to the number of calendar days.
3. 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.

(Addition of Amount Equivalent to Consumption Taxes)

4. 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, and the amount obtained by adding consumption tax to those amounts shall be charged. Note that if there is a change to the consumption tax rate, the tax rate after change shall be applied when making additions.

(Content of the Service)

5. The details of the Service shall be according to the table below.

Fee type	Amount (not including consumption tax)
Basic usage fees for the Service: 100-Mega Course	As prescribed in Agreements with Individual Housing Complexes
Remarks <ol style="list-style-type: none"> 1. The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 100Mbps (on a best-effort basis). (Note) The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as execution speed. 2. The Company shall allocate one (1) or more global IP addresses to ISP Subscribers within the scope determined by the Company. (Note) The scope determined by the Company shall be prescribed in Agreements with Individual Housing Complexes. 3. 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. 4. Notwithstanding the preceding two paragraphs, one (1) or more private IP addresses shall be allocated within the scope set forth in Agreements with Individual Housing Complexes, if "Condominium All-Unit Package Multi Type" is selected. 5. The maximum number of terminals to be connected shall be five (5). Note that if "Condominium All-Unit Package Multi Type" is selected, the maximum number of terminals to be connected shall be twenty (20). 6. ISP Subscribers may make a request to change a course for which they have entered into an agreement. In the event that an ISP Subscriber makes a request to shift to this course, the terms of this course shall start to apply in the month following that in which the day when the Company receives the course change application falls. In this case, calendar months shall be used when calculating a basic usage fee. Note that if an ISP Subscriber requests a shift to this course from another course. The subscriber is required to pay a one-time compensation to the Company as set forth in Section 6 (One-Time Compensation) below. 7. This course is not available if "Condominium All-Unit All-Giga Type" or "Condominium All-Unit All-Giga B Type" is selected in an Agreement with an Individual Housing Complex. 	
Basic usage fees for the Service: 1-Giga Course	As prescribed in Agreements with Individual Housing Complexes
Remarks <ol style="list-style-type: none"> 1. The Company shall provide ISP Subscribers with connectivity to Internet lines with speed of up to 1Gbps (on a best-effort basis). (Note) The speed of communication shall be the maximum speed described in the specifications and shall not be guaranteed as execution speed. 2. The Company shall allocate one (1) or more global IP addresses to ISP Subscribers within the scope determined by the Company. (Note) The scope determined by the Company shall be prescribed in Agreements with Individual Housing Complexes. 3. 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. 4. Notwithstanding the preceding two paragraphs, one (1) or more private IP addresses shall be allocated within the scope set forth in Agreements with Individual Housing Complexes, if "Condominium All-Unit Package Multi Type" is selected. 5. The maximum number of terminals to be connected shall be five (5). Note that if "Condominium All-Unit Package Multi Type" is selected, the maximum number of terminals to be connected shall be twenty (20). 6. ISP Subscribers may make a request to change a course for which they have entered into an agreement. In the event that an ISP Subscriber makes a request to shift to this course, the terms of this course shall start to apply two (2) weeks after the day when the Company receives the course change application. In this case, calculation of fees shall be made on a pro-rata basis according to the number of calendar days. 7. This course is not available if "Condominium All-Unit Package Type" is selected in an Agreement with an Individual Housing Complex. 8. In the event that "Condominium All-Unit All-Giga Type" or "Condominium All-Unit All-Giga B Type" is selected in an Agreement with an Individual Housing Complex, services will be provided according to the terms of this course from the start time of service provision. 	

(One-Time Compensation)

6. One-time compensation associated with the Service shall be according to the table below.

Fee type	Units	Amount (not including consumption tax)
Items involving change to the content of agreements or transfer of usage rights	For each agreement for the Service	1, 000 yen
Items involving change to a course for which an agreement has been entered into	For each agreement for the Service	3, 000 yen
Loss of user terminal equipment	Per piece of user terminal equipment	8,000 yen (not taxable)
Remarks		
<ol style="list-style-type: none">When changing a course from “1-Giga Course” to “100-Mega Course” set forth in (Content of the Service) above, ISP Subscribers shall pay a one-time compensation as provided for in this section. The provisions of this paragraph concerning a change of a contracted course shall not apply where “Condominium All-Unit All-Giga Type” or “Condominium All-Unit All-Giga B Type” is selected in an Agreement with an Individual Housing Complex.User terminal equipment refers to VDSL modems and G.Fast modems leased by the Company to provide the Service according to the “VDSL method” and “G.Fast method” and fees related to user terminal equipment shall be included in basic usage fees.In the event that an ISP Subscriber Agreement is canceled as set forth in Article 12 (Cancellation of ISP Subscriber Agreement by the ISP Subscriber) or Article 13 (Cancellation of ISP Subscriber 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.		

Telephone Support

Contact information	Content of support	Service hours
UCOM Hikari Residence Support Center 0120-359-841 (from fixed-line telephones, mobile, and PHS) *Japanese only 03-6820-0978 (if the above number cannot be used) * Japanese only	General inquiries about the content of an agreement, fees, etc.	9:00 to 21:00 (Seven days a week throughout the year)
UCOM Hikari Residence Technical Support Center 0120-359-842 (from fixed-line telephones, mobile and PHS) *Japanese only 03-5548-5167 (if the above number cannot be used) * Japanese only	Technical inquiries about issues such as inability to access the Internet, e-mail settings, etc.	9:00 to 21:00 (Seven days a week throughout the year)

* Please note that this document is an unofficial translation and was prepared for reference purpose only. The original release is in Japanese.