

# WiFi Rental.com TERMS OF USE

## Chapter I General Provisions

### Article 1 (Scope of Application of TERMS OF USE)

1. These Terms of Use (hereinafter referred to as these “TERMS OF USE”) shall apply to Vision Inc. (hereinafter referred to as the “Company”) and users (defined in the following Article) across the board with respect to rental (herein referred to as the “Services”) of the communication equipment, etc. (defined in the following Article) provided by the Company.
2. In addition to these TERMS OF USE, each rule and regulation separately prescribed by the Company with respect to the Services (including introduction of services, table of fees, help, instructions, other matters stated on the websites and notifications to users by the Company) shall constitute an integrated part of these TERMS OF USE. Also, please confirm that, in case of conflict between the content of these TERMS OF USE and the content of the relevant rules and regulations, the latter shall prevail.

### Article 2 (Definitions of Terms)

The definitions of the terms used in these TERMS OF USE shall be as follows, unless defined otherwise.

1	Service Contract	Contracts collectively based on these TERMS OF USE to use the Services
2	Applicant	Person who applies for the Services to use them
3	User	User of the Services who has entered into the Service Contract with the Company
4	Communication equipment, etc.	A set of necessary equipment such as communication equipment, its accessories, SIM cards and pouches to use the Services

### Article 3 (Limitation of Purpose of Use)

User shall lawfully use the Services only for its own communication purpose, and may not use it for other purposes including re-renting.

### Article 4 (Title and Ownership)

The Services are a rental service, and shall not transfer the title of the communication line service contract to provide the Services and the ownership relating to Communication Equipment, etc. to User.

#### Article 5 (Changes to these TERMS OF USE)

The Company may change these TERMS OF USE without the consent of User. In that event, the Company shall notify User of these TERMS OF USE after the changes by the method set forth in Article 7 (Methods for Notification). Thereafter, these TERMS OF USE after the changes shall be applied, and User shall be deemed to have agreed to the changes by using the Services thereafter.

#### Article 6 (Changes to Content of Services)

There are cases where the Company changes use fees and the service content of the Services without the consent of User. In that event, the Company shall notify User of the content of the Services after the changes by the methods set forth in Article 7 (Methods for Notification). Thereafter, the content of the Services after the changes shall be applied, and User shall be deemed to have agreed to the changes by using the Services thereafter.

#### Article 7 (Methods for Notification)

Except as otherwise provided in these TERMS OF USE, all notifications by the Company to User or Applicant shall be given by the methods specified by the Company, including in writing, by email (including short message service) or phone, posting of messages on the websites operated by the Company.

#### Article 8 (User Information)

1. In case User changes its name, address, contact address, etc. (hereinafter referred to as the "User Information") (including merger of companies and company split), User shall notify the Company to that effect by the method designated by the Company. However, there are cases where the Company declines continuous use of the Services depending on the content of the changes.
2. In case User fails to give notice of the matters set forth in the preceding paragraph, all letters or emails sent by the Company to the name/address or contact address of User registered in the User Information before the change shall be deemed to be received when it was sent to User.
3. In case User sent a notification under Paragraph 1, all letters or emails sent by the

Company to the name/address or contact address of User registered in the User Information after the change shall be deemed to be received when it was sent to User.

4. User shall be responsible for the damages caused by failing to send a notification under Paragraph 1 or notifying the Company of false User Information, and the Company shall assume no responsibility.

## Chapter II Contract

### Article 9 (Application Procedures)

1. As for an application for the Service Contract by Applicant, Applicant shall fill out an application form designated by the Company or enter necessary matters in the online application screen on the Internet by the application deadline date designated separately by the Company after agreeing to these TERMS OF USE and Important Explanations in advance.
2. Communication Equipment, etc. rented out by the Company shall be designated by the Company. Please note that the Company cannot meet a request or an offer of change by Applicant or User.
3. In cases falling under any of the items below, there are cases where the Company does not accept an application for the Service Contract by Applicant. In such case, the Company shall notify such Applicant to that effect:
  - (1) When there are legitimate grounds to believe that Applicant is likely to violate these TERMS OF USE;
  - (2) When Applicant is likely to neglect to pay the obligations under the Service Contract;
  - (3) When Applicant intentionally stated false facts in the application form of the Service Contract;
  - (4) When Applicant is likely to use the Services in a condition that is illegal or obviously contrary to public order and morality;
  - (5) When Applicant is likely to use the Services in a condition where Applicant is likely to damage the trust of the Company or the Services;
  - (6) When Applicant turned out to be antisocial forces or related to them;
  - (7) When the Company concluded not to be able to accept the application due to any other circumstances.

### Article 10 (Cancellation of Application)

1. The Company accepts cancellation of the Service Contract only when Applicant notifies to that effect at least four days before the date of commencement of the Period of Use.
2. A notification under the preceding paragraph shall be made in writing or by email. In this case, Applicant shall specify the name, telephone number and email address of Applicant in the Service Contract, and the application number assigned by the Company at the time of acceptance of the application for the Services on such notification or email.
3. A notification of cancellation shall be subject to the following provisions by notifying method.
  - (1) In case of writing, Applicant shall send the document to the cancellation reception counter that the Company specifies on the website of the Services on the date when Applicant sends the document. Provided that, the date of notification in this case shall be the date of sending of the notification.
  - (2) In case of using email, Applicant shall send the email, from the email address that Applicant disclosed to the Company in the Service Contract, to the email address for cancellation acceptance that the Company specifies on the website of the Services on the date when Applicant sends the email. Provided that, the date of notification in this case shall be the date when the server of the Company received the said email.

#### Article 11 (Formation of Contract)

1. The Service Contract shall be deemed to be formed when Applicant has completed the application using the procedures specified by the Company and the Company has sent a notification stating that the Company accepted the said application to the said Applicant.
2. When the Company concluded that the Company was not able to provide the services requested by Applicant or the Company was not able to provide services for other reasons even after its acceptance of the application, the Company will give Applicant or User a notification to that effect by the method set forth in Article 7 (Methods for Notification). Provided that, in case the Company notifies that the Company is not able to provide services after its acceptance of the application, the Service Contract shall be deemed to be cancelled by sending the said notification.

#### Article 12 (Rental Use Period)

1. The period of rental use of Communication Equipment, etc. (hereinafter referred to

as the “Period of Use”) to be billed by the Company shall be on a monthly basis, and specifically, the Period of Use shall be set forth in the Service Contract. Provided that, the Service Contract shall be automatically extended every month.

2. The Service Contract is deemed to be terminated at the date when Communication Equipment, etc. is actually returned to the place designated by the Company.

#### Article 13 (Assignment of Rights, etc.)

User may not assign or transfer all or part of the rights or obligations under the Contract to a third party without the consent of the Company in writing.

### Chapter III Content of Services

#### Article 14 (Content of Services)

1. The content of the Services provided by the Company shall be relating to the matters listed in the following items.
  - (1) To provide communication of the Services
  - (2) To rent communication equipment, etc. necessary to use the Services
  - (3) To arrange replacement communication equipment, etc. in case failure arises in communication equipment, etc.
  - (4) Other matters incidental to the above items
2. When a SIM card is necessary in using the Services, one card where information of one User identification number was recorded shall be allotted to each communication equipment, etc.

#### Article 15 (Model Change)

User may not change Communication Equipment, etc. except for the cases specified by Paragraph 1, Item 3 in the preceding Article.

#### Article 16 (Communication Conditions)

1. User can perform communication only when its own terminal facilities or telecommunications facilities are existing within the service area designated separately by a common carrier of Communication Equipment, etc. Provided that, there are cases where User cannot perform communication in a place where it is hard to transmit radio waves such as indoors, underground, upper floors of a building, tunnels, behind a building, mountainous areas and sea.
2. Since Communication Equipment, etc. rented to User is exclusively for domestic

use (in Japan), it may not be used overseas. If User should use it overseas, the Company is not responsible even if User suffers an unexpected loss.

3. Communication relating to the communication service provided by a common carrier shall conform to the communications protocol prescribed separately by a common carrier of Communication Equipment, etc. Provided that, such communication does not always guarantee the transmission rate relating to the communications protocol.
4. There are cases where the transmission rate relating to the communication service provided by a common carrier varies depending on communication conditions, communication environment and other factors.
5. The maximum communication rate that a common carrier indicates for Communication Equipment, etc. is the standard maximum rate, and does not guarantee a certain communication rate. Also, there are cases where a communication rate varies depending on congestion in the communication channel.

#### Article 17 (Fair Use and Restriction)

1. To provide fair and impartial use of communication to all, if User falls under any of the items below, there are cases where the Company suspends communications or restrict use of communications for Applicant or User:
  - (1) When use amount by User exceeds the contract limit;
  - (2) When excessive load is generated on our communication lines irrespective of its communication traffic;
  - (3) When the Company found suspension or restriction of use of communication is necessary based on reasonable grounds.
2. In case suspension or restriction of use of communication under Paragraph 1 occurs, there are cases where communication continues to be disconnected during the Period of Use that Applicant designated. Even in such case, the Company shall refund no use fee to Applicant.
3. Regardless of the provisions of Paragraph 1, User may request to resume communication or remove the restriction according to the procedures prescribed by the Company (hereinafter referred to as "Resuming Use"). In case such request is made, the Company shall basically resume providing the Services after carrying out the confirmation and procedures required for Resuming Use. Provide that, User shall agree that it is sometimes difficult to resume the Services due to technical or other reasons. There are cases where additional costs incur when resuming the Services.

#### Article 18 (Compensation System)

1. "Compensation System" is a system in which User voluntarily enrolls to be compensated for all or part of the repurchase price for Communication Equipment, etc. in the event that Communication Equipment, etc. is lost, damaged or stolen during the Period of Use, or that the Company specially approves it. This system is applied only to the Service Contract of User who applied for the enrollment when the Service Contract was concluded. Provided that, the Company shall charge based on the schedule of charge in the exhibit.
2. In case of any conflict between the content of the Compensation System and the content of these TERMS OF USE, the content of the Compensation System prevails and is applied in preference to the content of these TERMS OF USE.

#### Chapter IV Fees

#### Article 19 (Use Fees)

1. Use fees of the Services include communication fee, option fee, option pack fee, delivery fee, airport receiving and return fee, extension fee, home delivery fee and other fees separately prescribed by the Company as a use fee.
2. A use fee shall be calculated based on the amounts prescribed on our website, brochures or application forms according to the Period of Use prescribed in Article 12 (Rental Use Period).
3. During the Period of Use prescribed in Article 12 (Rental Use Period), a use fee shall incur irrespective of whether or not communication was actually performed.
4. The Company does not accept any reduction of use fees due to midterm cancellation and other reasons.
5. In case the Services were used in a place other than the use areas prescribed in Paragraph 2 of Article 16 (Communication Conditions), or excessive communication prescribed in Article 17 (Fair Use and Restriction) was made, there are cases where the Company charges additional fees.
6. In case the Company cannot confirm User's payment by the due date designated by the Company, there are cases where the Company charges annual default interest of 14.6%.
7. When the necessity to revise fees relating to the Services due to changes of taxes & public dues or economic conditions arises, there are cases where the Company revises fees relating to the Services.

Article 20 (Billing/Payment Method, etc.)

1. When User pays use fees of the Services, User has to follow the rules prescribed by the financial institution used by User.
2. There are cases where guarantee money or credit card guaranty line is demanded against Applicant or User, depending on the content of the Services that Applicant or User desires (such as area of use, Period of Use, number of units of rental Communication Equipment, etc.).
3. When User did not pay use fees for the Services even after the lapse of the due date designated by the Company, the Company may give notice to User or make contact with User by the methods designated by the Company such as in writing, by email, phone or visit, etc. (but, not be limited to these methods).
4. The Company may delegate to a third party the act of demanding and receiving payment of the use fees prescribed in Paragraph 1 of Article 19 (Use Fees) and other claims against User based on the Service Contract.
5. When the Company or a third party prescribed in the preceding paragraph visits User to demand and receive payment of claims, User shall pay the expenses incurred by the Company or a third party prescribed in the preceding paragraph for such visit.
6. Use fees for the Services shall be paid by credit card or by other payment methods designated by the Company.

Chapter V Communication Equipment, etc.

Article 21 (Delivery of Communication Equipment, etc.)

1. User shall receive Communication Equipment, etc. by the methods designated by the Company.
2. User shall immediately inspect Communication Equipment, etc. received according to the preceding paragraph, and in case defects or difference in quantity is found, User shall notify the Company to that effect immediately. The Company assumes no responsibility for the damages suffered by User due to failure to inspect Communication Equipment, etc. and notify the Company.
3. In response to the notice in the preceding paragraph, when there is a defect in Communication Equipment, etc., the Company will repair or replace it at the expense of the Company. Also, if the Company found there were missing items, the Company delivers the remaining items without delay.



4. Even if the Company is not able to deliver, or User is not able to receive, Communication Equipment, etc., by the scheduled receiving date requested by User, due to any causes not attributable to the Company such as bad weather, or other cases of force majeure, or an accident or delay during transportation, the Company shall not assume any responsibility therefor.

Article 22 (Warranty for Communication Equipment, etc.)

The Company shall only warrant normal functions of Communication Equipment, etc. at the time when User receives it, and shall not warrant any other items and properties including fitness for individual purpose of User.

Article 23 (Management of Communication Equipment, etc.)

1. User shall maintain and manage Communication Equipment, etc. with the care of a prudent manager, and shall not conduct the acts set forth below when using Communication Equipment, etc.:
  - (1) Transfer, resale, loan, analysis, alteration, modification, destruction, disposal, loss, extreme defacement (affixing of seals, cutting, coloring, etc.) or removing of already affixed seals with respect to Communication Equipment, etc.;
  - (2) Use for purposes other than those prescribed in the Service Contract;
  - (3) Acts that fall under the prohibited matters set forth in the instructions manual of Communication Equipment, etc.;
  - (4) Acts in violation of the Telecommunications Business Act, the Mobile Phone Improper Use Prevention Act and other related laws and regulations;
  - (5) Other acts that are recognized inappropriate.
2. When the Company found that User conducted an act falling under the preceding paragraph, the Company may give User instructions to correct such act, and User shall follow such instructions of the Company.
3. When the Company found that User conducted an act falling under Paragraph 1, the Company may give User instructions to return Communication Equipment, etc., and User shall follow such instructions of the Company.
4. When the Company found that User conducted an act falling under Paragraph 1, the Company may claim compensation for damages as prescribed in Article 29 (Compensation for Damages), and User shall assume the responsibility to pay such damages.

5. All the acts done against Communication Equipment, etc. shall be deemed as an act by User.

Article 24 (Loss, Damage, etc. of Communication Equipment, etc.)

1. When User loses or damages Communication Equipment, etc., or when Communication Equipment, etc. is stolen, User shall immediately notify the Company to that effect. Provided that, User shall pay communication fees for the improper use thereof.
2. In case of the preceding paragraph, unless its cause is attributable to the Company, User shall pay the Company the repairing expense or re-procurement expense of Communication Equipment, etc.

Article 25 (Return of Communication Equipment, etc.)

1. User shall return Communication Equipment, etc. to the Company by the returning method designated by the Company at the time of the application procedure by the ending date of the Period of Use designated by the Company.
2. The shipping cost relating to the preceding paragraph shall be paid by User in principle except as otherwise specified by the Company.

Article 26 (Purchase of Communication Equipment, etc.)

User may not purchase Communication Equipment, etc. in principle.

## Chapter VI User's Responsibilities

Article 27 (Prohibited Matters)

User shall not conduct any of the acts set forth in the items below when using the Services:

- (1) Acts that infringe or are likely to infringe the copyrights, trademark rights and other rights of the Company and third parties which are used in relation to the Services;
- (2) Acts in violation of these TERMS OF USE;
- (3) Acts in violation of the Telecommunications Business Act, the Mobile Phone Improper Use Prevention Act and other related laws and regulations;
- (4) Acts of installing attachments on Communication Equipment, etc., or altering, disassembling, damaging Communication Equipment, etc.,
- (5) Acts of infringing the Company's ownership such as subleasing or transferring

- to a third party Communication Equipment, etc., or offering it as collateral
- (6) Acts of interfering with the Company's business or services, or discrediting the Company
  - (7) Acts of destroying and interfering with the functions of software and hardware used by the Company or a third party
  - (8) Act of destroying and interfering with the Company's server or network functions
  - (9) Acts of doing businesses that the Company has not approved and providing information for the purpose of engaging in business
  - (10) Acts of directly or indirectly providing a benefit to antisocial forces in relation to the Services
  - (11) Criminal acts or acts of predicting, engaging in and encouraging them
  - (12) Any other acts that the Company finds improper based on reasonable grounds

#### Article 28 (Suspension of Use)

1. In case User falls under any of the items below, there are cases where the Company suspends use of the Services:
  - (1) When the Company cannot confirm the User's execution of obligations such as payment of use fees of the Services and other obligations, even after the due date;
  - (2) When the Company found that User stated matters that are contrary to the facts at the time of application for the Services;
  - (3) When it is difficult or is likely to be difficult to continue the Services due to force majeure such as server failure, fire, electric outage and natural disaster;
  - (4) When abnormality, trouble, failure of the server and other related systems relating to the Service, or other matters preventing smooth use of the Services occurred;
  - (5) When User did the acts described in the preceding Article;
  - (6) When the Company received the stop instruction of the Services by the common carrier (hereinafter referred to as the "Common Carrier") with which the Company entered into a contract at the time when the Company started providing the Services;
  - (7) When the Company found it necessary to temporarily suspend the Services due to other operational or technical reasons, or unexpected circumstances.
2. With respect to the facts that the Company implemented or did not implement the actions under this Article, the Company shall not assume any responsibility or

accept any questions/complaints at all.

#### Article 29 (Compensation for Damages)

1. When User caused damages to the Company due to a cause attributable to User in relation to the use of the Service, User shall compensate the Company for the damages incurred by the Company.
2. When User did not pay use fees and other liabilities for a certain period of time, User shall be deemed to have stopped using the Services and terminated the Service Contract, and the Company shall demand 30,000 yen as a cancellation penalty. Provided that, in case the damages incurred by the Company exceeded the amount described above, the Company may claim such excess amount to User. Provided that, in such case, User shall return Communication Equipment, etc. to the Company without delay in response to the request of the Company.
3. When User causes damages to a third party or a dispute arises between User and a third party in relation to the use of the Service, User shall settle such damages or dispute on its own responsibility and at its own expense, and shall not cause the Company to bear any liability whatsoever. If other contractors or third parties should pursue the responsibility of the Company, User shall settle such dispute on its responsibility and at its expense. And while exempting the Company from any responsibility whatsoever therefor, User shall bear the expense incurred by the Company.

### Chapter VII Miscellaneous Provisions

#### Article 30 (Termination of the Contract)

1. The Company may immediately terminate the Contract when User falls under any of the items below:
  - (1) When User neglected to perform the obligations under the Service Contract or it was obvious that User was likely to neglect to perform the obligations thereunder;
  - (2) When User used the Service in a condition that was illegal or obviously contrary to public order and morality;
  - (3) When User used the Service in a condition that caused a user who directly or indirectly used the Services provided by the Company a serious hindrance;
  - (4) When User violated the User's obligations set forth in these TERMS OF USE;
  - (5) When a petition for bankruptcy, corporate reorganization, special liquidation or

civil rehabilitation was filed with respect to User;

- (6) When all or part of the contract relating to the Services between the Company and the Common Carrier is terminated;
  - (7) When the Company found that there were other unavoidable reasons to terminate the Contract.
2. When the Company terminates the Service Contract pursuant to the provision of the preceding paragraph, the Company notifies User of the reason and the date of termination of the Contract by the methods prescribed in Article 7 (Methods of Notification) in advance; provided, however, that in cases where the Company found that it was an emergency situation or there were unavoidable reasons, there are cases the Company does not give such notification to User.
  3. When the Contract was terminated pursuant to Paragraph 1 above, User shall bear any and all damages and liabilities incurred by the Company due to termination thereof.

#### Article 31 (Exemptions)

1. When User or User, by using Communication Equipment, etc. in the Services, connected a communication terminal such as smartphone, including e-book reader, to a communication network by the methods other than those indicated by the Company with or without knowledge by User or User, there are cases where the Common Carrier which User or User is using bills communication fees including overseas data roaming fees. However, even in such cases, the Company shall not assume any responsibility whatsoever therefor.
2. When use of Communication Equipment, etc. was hindered and if User and User failed to notify the Company to that effect during the Period of Use, the Company shall not assume any responsibility therefor, and User shall pay the use fees.
3. User agrees in advance that when there was an error in the procedures under Article 9 (Application Procedures) taken by User and if User's use of Communication Equipment, etc. was hindered, the Company shall not assume any responsibility whatsoever therefor.
4. If User suffers any accident or any damages as a result that User's use of Communication Equipment, etc. was hindered in any way, the Company shall not assume any responsibility whatsoever for such accident or damages, regardless of the cause thereof.
5. The liabilities prescribed in these TERMS OF USE are only liabilities that the Company assumes to User, and beyond these, the Company is not responsible,

regardless of the reason thereof, for loss of profits that User suffers in regard to the Services, damages relating to data loss and all other damages (regardless of property damage or non-property damage).

6. In case the Service Contract falls under the consumer contract under Article 2 (3) of the Consumer Contract Act (Act No. 61 of 2000), the provisions to be fully exempt from the Company's liability for damages in these TERMS OF USE shall not be applied. Even in this case, the Company shall not assume any responsibility whatsoever in regard to the damages (including the case where the Company or User predicted or could have predicted the occurrence of damages) caused by special circumstances, among damages incurred by User attributable to default of obligations or illegal acts due to negligence (excluding gross negligence) of the Company.

#### Article 32 (Personal Information Protection Policy)

1. The Company appropriately manages User's personal information with care of a prudent manager in the light of the purport of the "Act Concerning the Protection of Personal Information." "Personal Information" in these TERMS OF USE means the information about a living individual and that can identify a specific individual by name, date of birth or other description contained in such information (including information that allows easy reference to other information and thereby enables the identification of the specific individual).
2. The personal information provided for application of the Services and the Service Contract will be appropriately handled within the scope necessary to achieve the purpose of use prescribed in the following each item.
  - (1) To answer inquiries and provide consultation regarding the Services, etc.
  - (2) To perform guidance regarding identity verification, fee guidance and billing, guidance for changes of the conditions of service provision, notices on service suspension and termination of contract, and guidance on other service provision
  - (3) To send sales promotion, questionnaire survey, free gifts, etc. relating to the services provided by the Company or partner companies via telephone, email, post, etc.
  - (4) To analyze the provided information in order to improve services of the Company or develop new services
  - (5) To announce products, services and sales campaigns of the Company or partner companies

3. There are cases where the Company provides personal information to its subcontractors (including the parent company, subsidiaries and affiliates of the Company) when implementing operations necessary to provide its services. In such case, the Company selects the companies which sufficiently implement personal information protection, and implements necessary and appropriate actions such as concluding a contract for personal information protection.
4. The Company will not provide personal information to any third party other than its subcontractors without obtaining the consent of the person. Provided that, regarding certain items that are prescribed by the laws and regulations (including but not limited to the inquiry prescribed in Article 197 (2) of the Code of Criminal Procedure and Article 119 (2) of the Customs Act), such laws and regulations shall prevail.
5. When User uses Communication Equipment, etc., User shall appropriately manage and delete the data, browsing information, history information, etc. used by User. The Company will not assume any responsibility whatsoever for information management and disappearance of data during use of the said communication terminal or after termination of the Contract and returning such communication terminal.
6. In order to provide comprehensive services by the Group, the personal information provided for the Service Contract will be shared with the parent company, subsidiaries and affiliates of the Company in accordance with the following conditions.
  - (1) Items of personal information that are shared

Although there is a possibility that all the obtained items of personal information are shared, sharing users use only the minimum items of personal information required to execute their operations.
  - (2) Scope of persons who share personal information

Parent company, subsidiaries and affiliates
  - (3) Purposes of use
    - I. For guidance for various services, research and development
    - II. For judgement when providing various services
    - III. For appropriate execution of the management operations in the Group such as understanding and managing various risks
7. Name of a responsible person or organization on the management of the relevant personal information  
Vision Inc.

Article 33 (Governing Law)

These TERMS OF USE shall be governed by and construed in accordance with the laws of Japan.

Article 34 (Jurisdiction)

Service Contract and any proceedings arising in connection with these TERMS OF USE shall be submitted to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court in the first instance in accordance with the amount of the proceedings.

Article 35 (Language)

The governing language of these TERMS OF USE shall be Japanese. Even if a translation in a language other than Japanese hereof (hereinafter referred to as the "Translation") was made for reference purpose, only the Japanese original shall have the effect of a contract and such Translation shall have no effect.