SpinNet Service Agreement

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SpinNet Service Agreement

INDEX

Chapter 1 Ge	neral Provision	3
Article 1 (A	pplicable Legal Provision)	3
Article 2 (R	evision of the Agreement) onsultation)	3
Article 3 (C	versitions)	g
	tegory of Service and Service Area	
	ategory of Service)	
Article 6 (S	ervice Area)	7
Chapter 3 Su	bscription Agreement	7
Article 7 (S	ubscription Agreement Unit)	7
Article 8 (A	pplication for Subscription)	7
Article 9 (A	cceptance of Application for Subscription)	7
	signments of Rights and Successions	
_	Prohibition of Assignment of Rights)	
Article 12 (Succession to Subscriber's Position)	7
Chapter 5 Te	rmination of the Agreement	8
Article 13 (Termination of the Subscription Agreement by SoftBank)	8
Article 14 (Termination of the Subscription Agreement by the Subscriber)	8
Chapter 6 Ch	arges	8
Article 15 (Charges)	8
Article 16 (Monthly Service Charge)	3
Article 19(0	Overdue Interests)	9
Article 20(I	Late Payment Charge)	9
Chapter 7 Su	spension of Service	g
	Suspension of Service)	
Article 22 (Prohibited Acts)	9
Article 23 (Article 24 (Interruption of Service) Disuse of Service)	10
Article 25	Disuse of Service)	.10
	Disconnect of the Use of Session)	
Chapter 8 Mi	scellaneous Provisions	. 11
Article 27 (Confidentiality)	.11
Article 28 (Settlement of Charges for Unavailability of Service)	.11
Article 29 (Scope of Compensation for Damage)	11
Article 31 (Information by E-mail)	.12
Article 32 (Technical Matters and Technical Data)	.12
Article 33 (Exemption from Responsibility)	.12
Article 35 (Arbitration)	.13
Article 36 (Use of Personal Information)	.13
11	tary provision	
Attachment 1	1 0	
Schedule 1	Service Area	
Schedule 2	Charges and Methods of Calculation	
Schedule 3	Basic Technical Matters	. 24

Chapter 1 General Provision

Article 1 (Applicable Legal Provision)

SoftBankCorp. (hereinafter called "SoftBank") will provide SpinNet Service in accordance with the provisions of the Telecommunications Business Law (hereinafter called "the Law"), regulations of other laws, and the stipulations of this SpinNet Service Agreement (hereinafter called "the Agreement") drawn up by SoftBank pursuant to the Law.

Article 2 (Revision of the Agreement)

- 1. SoftBankmay revise this Agreement without obtaining the consent of the subscriber. If this Agreement is revised, the service charge and other service conditions shall be governed by the revised SpinNet Service Agreement.
- 2. Changes in this Agreement will take effect when SoftBank posts the revised Agreement on the SpinNet Service Web Page. Subscriber is responsible for obtaining those changes.

Article 3 (Consultation)

- 1. Any details that are not described in this Agreement but that turn out to be necessary for the provision of SpinNet Service shall be determined through consultation between SoftBank and the subscriber.
- 2. Any announcement to subscribers will be made by posting on the SpinNet Service Web Page or e-mail delivery.

Article 4 (Definitions)

The terms used in this Agreement shall have the meanings set forth below:

Term	Definitions	
Telecommunications	Machines, apparatuses, wires and cables, and other electrical equipment used in	
Equipment	Telecommunications.	
Telecommunications	Intermediating the communications of others through the use of Telecommunications	
Services	Equipment, and/or providing Telecommunications Equipment for use in the	
	communications of others.	
Computer Virus	A program which replicates itself on computer systems by incorporating itself into	
	other programs that are shared on a system.	
Mail Virus Check Service	Scan inbound and outbound e-mail for viruses by Symantec Corporation software.	
Spam mail	Any unsolicited commercial email or unsolicited bulk email (UCE) or any email that will be or might be objectionable to others.	
Spam Mail Filtering Service	e A service which scans and filters inbound e-mail for UCE using SoftBank software.	
Mail Filtering Service	Functionality that makes possible the use of mail filtering (this means, as to email sent to the email address the subscriber will use, if the z email falls under the conditions designated by the subscriber in advance, the relevant email, etc. will not be received) or automatic forwarding (this means forwarding of emails sent to the email address used by the subscriber to an email address designated by the subscriber in advance) at the option of the subscriber.	
URL Filtering Service	A service which provides URL Virus Checking (meaning conducting deletion, etc. of computer viruses as separately stipulated by the Company if the web site viewed by subscriber contains the computer viruses) and URL Filtering (meaning blocking subscriber from viewing the web sites designated separately by the Company when subscriber tries to view such web sites).	
SpinNet Service	Establishing Internet Protocol connection between a subscriber's terminal and	
	SoftBank access points through a subscriber line. Providing message exchange service	
	such as e-mails, Mail Virus Check Service, Spam Mail Filtering Service, Web	
	Filtering Service and voice communication services.	
Access Points	Locations where Telecommunications Equipment for SpinNet Services are installed.	
Privacy Policy	Based on the "Telecommunications Industry Personal Information Guidelines"	
	produced by the Ministry of Internal Affairs and Communications (MIC Bulletin No.	
	695, August 31st, 2004). In accordance with Clause 14 of the guidelines, this policy is	

officially announced on the company website, etc

Chapter 2 Category of Service and Service Area

Article 5 (Category of Service)

1. The service category of SpinNet Service shall be as follows.

1) Basic Service

Category	Description
Dial-up IP connection service	Providing SpinNet Service to one subscriber terminal through a subscriber line by installation of a joint connection port for subscribers at SoftBank access point.
for individual	
terminal users	

2) Additional Connection Service

Category	Description
FLET'S ISDN connection service for individual terminal users	Providing SpinNet Service to one subscriber terminal through Nippon Telegraph and Telephone East Corporation (hereinafter called "NTT East") or Nippon Telegraph and Telephone West Corporation (hereinafter called "NTT West") FLET'S ISDN Line by installation of a joint connection port for subscribers at their access point.
FLET'S ADSL	Providing SpinNet Service to one subscriber terminal through NTT East or NTT West
connection service for individual terminal users	FLET'S ADSL Line by installation of a joint connection port for subscribers at their access point.
B FLET'S connection service for individual terminal users	Providing SpinNet Service to one subscriber terminal through NTT East or NTT West B FLET'S Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service: Type Description
	Basic Type Service which corresponds to B FLET'S Basic Type
	Hyper Family Type Service which corresponds to B FLET'S Hyper Family Type
	New Family Type Service which corresponds to B FLET'S New Family Type
	Family 100 Type Service which corresponds to B FLET'S Family 100 Type
	Mansion Type Service which corresponds to B FLET'S Mansion Type
	Customers subscription of B FLET'S Hyper Family Type or Mansion Type with SpinNet will change automatically to FLET'S HIKARI NEXT when service migration of B FLET'S to FLET'S HIKARI NEXT is done by NTT East.
FLET'S HIKARI PREMIUM Connection service for individual terminal users	Providing SpinNet Service to one subscriber terminal through NTT West FLET'S HIKARI PREMIUM Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service: Type Description
	Family Type Service which corresponds to FLET'S HIKARI PREMIUM Family Type
	Mansion Type Service which corresponds to FLET'S HIKARI PREMIUM Mansion Type

FLET'S HIKARI NEXT Connection service for individual terminal users	Providing SpinNet Service to one subscriber terminal through NTT East and NTT Wes FLET'S HIKARI NEXT Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service: Type Description	
	Family Type Service which corresponds to FLET'S HIKARI NEXT Family Type	
	Mansion Type Service which corresponds to FLET'S HIKARI NEXT Mansion Type	
	Family High Speed / Giga Family Smart / Family Giga Line Type Service which corresponds to FLET'S HIKARI NEXT Family High Speed Type, Giga Family Smart Type and Family Giga Line Type.	
	Mansion High Speed / Giga Mansion Smart / Mansion Giga Line Type Service which corresponds to FLET'S HIKARI NEXT Mansion High Speed Type, Giga Mansion Smart Type and Mansion Giga Line Type.	
	Family Super High Speed Type Hayabusa Service which corresponds to FLET'S HIKARI NEXT Family Super High Speed Type Hayabusa	
	Mansion Super High Speed Type Hayabusa Service which corresponds to FLET'S HIKARI NEXT Mansion Super High Speed Type Hayabusa	
ADSLconnection service for individual terminal users	Providing SpinNet Service to one subscriber terminal through SoftBank Broadband Communication Network Service Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service: Type Description	
	Type1 Utilizing current Telephone Line as a subscriber's line	
	Type2 Establishing new subscriber's line	

2. Only one additional connection service is available per user.

3. The service category of SpinNet Supplement connection service shall set as follows.

Category	Description		
AIR-EDGE	Providing SpinNet Service to one subscriber terminal through SoftBank or WILLCOM		
connection service	OKINAWA, Inc. (hereinafter called "WILLCOM OKINAWA") AIR-EDGE line by installation		
for individual	of a joint connection port for subscribers at SoftBank access point.		
terminal users			
BB Mobile Point	Providing SpinNet Service to one subscriber terminal through SoftBank's BB Mobile Point line		
Service for	by installation of a joint connection port at SoftBank access point.		
individual terminal			
users			

Article 6 (Service Area)

- 1. The service area for SpinNet Service will be inside Japan.
- 2. The service area for Additional Connection Service of SpinNet Service shall be as described in Schedule 1.

Chapter 3 Subscription Agreement

Article 7 (Subscription Agreement Unit)

A subscription agreement for SpinNet Service shall be concluded for each service subscription.

Article 8 (Application for Subscription)

Any person who wishes to subscribe to SpinNet Service shall apply for a subscription by following the "SpinNet Online Sign-up" guidance.

Article 9 (Acceptance of Application for Subscription)

- 1. When SoftBank have accepted an application for subscription to SpinNet Service, SoftBank will issue the subscriber a user ID and a password for use of the SpinNet Service and promptly send the subscriber a written certificate.
- 2. In any of the following cases, SoftBank may decline to accept an application for subscription:
 - (i) Cases in which the credit card company that issued the credit card to be used for payment of the service charges, etc. does not permit the applicant to use the credit card for reasons such as termination of the credit card agreement or loss of membership
 - (ii) Cases in which the applicant is not the designated holder of the credit card to be used for payment of service charge, etc.
 - (iii) Other cases in which accepting an application for subscription to SpinNet Service may cause serious technical trouble or serious interference in the execution of SoftBank' business.
- 3. In cases where SoftBank declines to accept an application for subscription to SpinNet Service pursuant to the provisions of the preceding paragraph, SoftBank will notify the applicant in writing.

Article 10 (Changes in Items in the Subscription Agreement)

- 1. If there is any change in the subscriber's name, address, credit card used for payment, or other items mentioned in the subscription agreement, the subscriber shall promptly notify SoftBank of the change by the method prescribed by us.
- 2. When an application for a change in an item mentioned in the subscription agreement is filed under the preceding paragraph, SoftBank will handle it in accordance with the provisions of Article 9 (Acceptance of Application for Subscription).

Chapter 4 Assignments of Rights and Successions

Article 11 (Prohibition of Assignment of Rights)

The subscriber may not assign the subscriber's right to receive SpinNet Service to a third party.

Article 12 (Succession to Subscriber's Position)

Subscription will expire when there is succession to subscriber's position. However, heir may take over the subscription, including debt, by submitting the evidence document to SoftBank within 2 weeks after the succession.

Chapter 5 Termination of the Agreement

Article 13 (Termination of the Subscription Agreement by SoftBank)

- 1. SoftBank may terminate the subscription agreement in cases where SpinNet Service is suspended pursuant to Article 21 (Suspension of Service), if the subscriber does not eliminate the reason for the suspension within the period of suspension.
- 2. In cases where the subscriber falls under any of the cases mentioned in Paragraph 1 of Article 21 (Suspension of Service), if SoftBank considers that said fact may cause serious interference in the execution of SoftBank' business, SoftBank may, notwithstanding the provisions of the preceding paragraph, terminate the subscription agreement without suspending service as required by Article 21
- 3. SoftBank may terminate the subscription agreement if the credit card company that issued the credit card used for payment of the service charge, etc. ceases to permit the subscriber to use the credit card for reasons such as termination of the credit card agreement or loss of membership.
- 4. When SoftBank intends to terminate the subscription agreement pursuant to any of the three preceding paragraphs, SoftBank will notify the subscriber in advance.

Article 14 (Termination of the Subscription Agreement by the Subscriber)

The subscriber may terminate the subscription agreement at any time. However the subscriber shall pay a fee for the billing month if the date of the subscription termination falls within the billing month. The billing month is from the day of the month the subscriber was first registered to the previous day of the next month. To terminate the subscription agreement, the subscriber shall so notify SoftBank, by the method prescribed by SoftBank, by the end of the billing month before the billing month in which the subscriber intends to terminate the subscription agreement.

Chapter 6 Charges

Article 15 (Charges)

The charges for SpinNet Service (hereinafter called "the Charges") shall consist of the following items. The actual amount (excluded taxes) shall be as described in Schedule 2. Further, Japanese consumption tax is included in all Charges outlined in Schedule 2. All charges conform to the Consumption Tax Law 108, 1988 and Local Tax Act 226, 1950.

Item	Description	
Subscription fee	Fee payable by the subscriber when the subscription agreement is made	
Monthly service fee	Payable pursuant to Article 16 (Monthly Service Charge)	

Article 16 (Monthly Service Charge)

- 1. Under the SpinNet Service Agreement, a subscriber will be charged on a monthly basis from the date the subscriber registers for the SpinNet Service. The monthly charge when terminating the SpinNet Service is applied pursuant to Article 13 (Termination of the Subscription Agreement by SoftBank).
- 2. When SpinNet Service is suspended pursuant to Article 21 (Suspension of Service), the subscriber shall pay the monthly service charge for each month during that period.

Article 17

Intentionally Omitted

Article 18 (Method of Payment of Charges)

- 1. A subscriber shall pay the charges by credit card in such a manner that the charges payable will be debited against the subscriber's specified deposit account on the days of transfer specified in the regulations of the credit card company.
- 2. When the credit card specified by the subscriber for the payment of charges has been renewed or changed upon agreement with the subscriber and the credit card company, the subscriber shall pay with the renewed or changed credit

card.

Article 19 (Overdue Interests)

In a case of failure to pay the service charge, etc. for SpinNet Service or any extra charge when it is due, the subscriber shall pay overdue interest at a rate of 14.5 percent per annum for the period of delay.

Article 20 (Late Payment Charge)

In cases of unlawful avoidance of payment of the service charge, etc. for SpinNet Service, the subscriber shall pay, in addition to the amount avoided an extra charge equal to twice the amount avoided (not including consumption tax) plus consumption tax.

Chapter 7 Suspension of Service

Article 21 (Suspension of Service)

- 1. If any of the following cases become applicable to the subscriber, SoftBank may suspend the provision of SpinNet Service:
 - (i) Cases in which the subscriber does not pay, when due, the service charge for SpinNet Service, any late payment charge, or overdue interest.
 - (ii) Cases in which the subscriber, in using SpinNet Service, is judged by SoftBank to have committed any of the prohibited acts stated in Article 22 (Prohibited Acts).
 - (iii) Cases in which it is known that the subscriber has made a false statement in the application for subscription to SpinNet Service or in which the subscriber has committed an act that violates any of the provisions of this Agreement and that causes or is likely to cause interference in the execution of SoftBank' business or trouble in SoftBank' telecommunications facilities.
- 2. When SoftBank intend to suspend the provision of SpinNet Service pursuant to the preceding paragraph, SoftBank will notify the subscriber in advance of the reason, the date of suspension provision of the service, and the period of suspension. SoftBank may terminate the subscriber's use of SpinNet Service without prior notice if we believe that the subscriber has violated any parts of this Service Agreement. SoftBank will later notify the subscriber the reason, the date of suspension provision of the service, and the period of suspension. However, this may not be true in case of an emergency.

Article 22 (Prohibited Acts)

- 1. The following acts are prohibited when using SpinNet Service.
 - (i) Acts that infringe or may infringe any intellectual property rights, including copyrights or trademark rights of SoftBank or any third party.
 - (ii) Acts that violate or may violate the assets or rights of privacy, or rights of images of SoftBank or any other third party.
 - (iii) Acts that improperly discriminate, slander, harasse, insult any third party, aid in improper discrimination against any third party, or degrade or intimidate any other third party.
 - (iv) Acts that are in connection with or are highly likely to be connected to such crimes as fraud, prostitution of minors, illegal sale and purchase of bank accounts and cellular phones.
 - (v) Sending or displaying drawings, images, voice or documents, etc. that fall under indecency, underage pornography or abuse of children.
 - (vi) Acts that are in connection with or are highly likely to be connected to such crimes as drug related crimes, abuse of controlled drugs, scheduled drugs, abuse of banned advertising goods (which are suspected as scheduled drugs and are prohibited to advertise) or dangerous drugs, advertising unauthorized or expired drugs, sales of illegal drugs on the Internet.
 - (vii) Establishing a "pyramid scheme" or soliciting under such a scheme.
 - (viii) Acts that put up an advertisement on lending money without permission for money lending business.
 - (ix) Rewriting improperly or deleting information stored in SoftBank equipment.
 - (x) Using SpinNet Service by masquerading as another third party.
 - (xi) Sending harmful computer programs such as viruses, or leaving these in a state that can be received by any

third party.

- (xii) Sending Spam Mail.
- (xiii) Operating a Website that uses Spam Mail as a means of soliciting customers.
- (xiv) Acts that harm or may harm the equipment, etc. of any third party or the use or management of equipment of SpinNet Service.
- (xv) Making some person commit illegal gambling or soliciting participation in illegal gambling.
- (xvi) Undertaking mediating or inducing (including requesting others to do so) illegal acts (transfer of guns, etc., improper manufacturing of firearms and explosives, offering of underage pornography, forgery of official documents, murder, blackmail, etc.).
- (xvii) Transmitting cruel information such as images of murder scenes, information of images of killing or abuse of animals, or any other information that creates a significant sense of hatred in a third party in the societal conception to an unspecified large number of people.
- (xviii)Inducing or soliciting others to commit suicide, or introducing means of suicide that is highly likely to cause harm to a third party.
- (xix) Linking in a form or for the purpose of leading to an action that falls under any one of the preceding items with awareness of that fact.
- (xx) Assisting unspecified persons in posting information that is connected to or is highly likely to be connected to crimes or illegal actions, or information that improperly slanders, harasses, insults third parties or infringes their rights of privacy.
- (xxi) Acts of obtaining IDs, passwords and other similar information of a third party by means of Website or email, etc. making use of mistake, etc. of the person to whom such information belongs against the will of the person, or acts that may lead to such acts.
- (xxii) Acts that create excessive loads on equipment pertaining to SpinNet Service by causing communication volume beyond the standards separately set by SoftBank, or acts that interfere or may interfere in the use or management of SpinNet Service.
- (xxiii)Any other act that violates or may violate laws and regulations, or that is judged by SoftBank to be contradictory to public order or morality, or to infringe the rights of a third party.
- 2. SoftBank reserves the right to examine whether the subscriber is licensed under Sexual Business Law. When the subscriber is licensed to provide sexual materials under Sexual Business Law, and SoftBank permits this act using SpinNet Service, SoftBank will waive Article 22 (xv). However, violation against other Prohibited Acts will result in termination or suspension of the SpinNet service in accordance with Article 21 (Suspension of Service)
- 3. Violation against any Prohibited Acts listed above will result in termination or suspension of the SpinNet service in accordance with Article 21 (Suspension of Service). The subscriber agrees that SoftBank may charge the cost of SoftBank' actual damages to the extent such damages can be reasonably calculated.

Article 23 (Interruption of Service)

- 1. In any of the following cases, SoftBank may interrupt the provision of SpinNet Service.
 - (i) Cases in which interrupting the provision of SpinNet Service cannot be avoided in performing maintenance or other work on SoftBank' telecommunications facilities
 - (ii) Cases in which the provision of SpinNet Service is suspended pursuant to Article 25 (Restriction of the Use of Communications)
 - (iii) Cases in which it has become difficult for us to provide SpinNet Service because Telecommunications Carriers who register under the provisions of Article 9 of the Law or submit a notification under the provision of Article 16 paragraph (1) of the Law have suspended provision of telecommunications services
- 2. When SoftBank intends to interrupt the provision of SpinNet Service pursuant to the preceding paragraph, SoftBank will so notify the subscriber in advance except in the case of an emergency.

Article 24 (Disuse of Service)

- 1. In any of the cases, SoftBank may disuse the provision of SpinNet Service:
- 2. When SoftBank intend to disuse the provision of SpinNet Service pursuant to the preceding paragraph, SoftBank will so notify the subscriber 3 months in advance of the disuse of SpinNet Service in written form.

Article 25 (Restriction of the Use of Communications)

- 1. If a natural disaster, a public incident, or any other emergency causes such a sharp increase in communications demand that SoftBank cannot connect all communications, SoftBank may restrict or suspend the provision of SpinNet Service in order to give priority to communications that need to be handled preferentially in the public interest.
- 2. When a subscriber sends email communications without using SoftBank's mail servers, these emails may not be received by the intended recipients.

- 3. With respect to communications pertaining to emails inbound to email addresses used by subscribers, SoftBank will preferentially handle emails other than those inbound from IP addresses determined to be senders of spam mail by a separately specified means that makes use of the IP addresses from which the relevant emails were sent.
- 4 We shall restrict an access to websites or images (still or dynamic), based on a Child Pornography address list (*).
- (*) The child pornography address list set forth in Paragraph (4) shall be a Child Pornography address list that Internet Content Safety Association provides.
- 5. With respect to using BB Mobile Point Service for individual terminal users by subscribers in separately specified service areas, SoftBank will restrict the communications using some software or communication protocols which are specified separately.
- 6. SoftBank may collect, analyze and store the information related to telecommunication, that is required to implement "Restriction of the Use of Communication" as provided for in this Article.

Article 26 (Disconnect of the Use of Session)

On the first day of every month, as part of SoftBank' regular maintenance program, it will be necessary to disconnect temporarily all sessions connected to NTT East or NTT West FLET'S ISDN, FLET'S ADSL, B FLET'S, FLET'S HIKARI PREMIUM and FLET'S HIKARI NEXT.

Chapter 8 Miscellaneous Provisions

Article 27 (Confidentiality)

- 1. SoftBank hereby pledge that SoftBank will not leak or divulge to any third party any of the subscriber's business secrets, including communications secrets, that SoftBank may come to know in the execution of SoftBank' obligations under the subscription agreement.
- 2. SoftBank is not bind to the provisions of the preceding paragraph, if SoftBank is asked to provide any personal information by Court orders based on Criminal Litigation Law, Communication Interception Law, or regulations of other laws.

Article 28 (Settlement of Charges for Unavailability of Service)

- 1. In cases where SoftBank is obligated to provide SpinNet Service, if the service becomes totally unavailable due to a cause imputable to SoftBank' responsibility and if from the time SoftBank knew of that fact, the service continues to be unavailable for a period of at least twelve (12) hours, SoftBank will, as demanded by the subscriber, refund an amount obtained by multiplying one-sixtieth (1/60) of the monthly service charge by a quotient (discarding any fractional portion) derived by the number of hours from the time when SoftBank knew of the fact of the total unavailability up to the time when SpinNet Service became available again divided by twelve (12). However, if the subscriber does not demand the refund within ninety (90) days after it becomes possible to do so, the subscriber shall forfeit this right.
- 2. Not with standing the provisions of the preceding paragraph, if SpinNet Service becomes totally unavailable to the subscriber for a reason originating in the telecommunications facilities of the Telecommunications Carriers who own independent telecommunications facilities or affiliated carrier, the refund mentioned in the preceding paragraph shall be made within the limits of the monetary compensation agreed to be made by the Telecommunications Carriers who own independent telecommunications facilities or affiliated carrier to SoftBank.

Article 29 (Scope of Compensation for Damage)

Except in the cases mentioned in Article 28 (Settlement of Charges for Unavailability of Service), SoftBank will not assume any responsibility towards the subscriber with regard to the provision of SpinNet Service.

Article 30 (Obligations of the Subscriber)

- 1. The subscriber shall be responsible for managing the login name and the password issued by SoftBank. In cases where the subscriber forgets the login name or password or it is stolen, the subscriber shall promptly so report to SoftBank.
- 2. When communicating through other networks, domestic or overseas, the subscriber shall observe the rules of all those networks. In particular, the subscriber must note that research networks cannot be used for profit-making purposes.
- 3. For reproducing, reselling, or using in any other manner any information obtained from SpinNet Service, the

subscriber shall obtain the prior consent of both the copyright holder and SoftBank.

- 4. Operation of newsgroups:
 - (i) With regard to any information managed by SoftBank in newsgroups on SpinNet Service, the subscriber may not, without the consent of the senders, copy any of the information made public on the system to other media. In the handling of information and other items, the subscriber shall observe the guidelines of each newsgroup.
 - (ii) In any of the following cases, SoftBank may delete an article contributed by the subscriber:
 - 1) Cases in which SoftBank judge that the contents of the article constitute a prohibited act as mentioned in Article 22 (Prohibited Acts)
 - 2) Cases in which a specified period has passed since the article was contributed
 - 3) Cases in which SoftBank judge the article to be inappropriate
 - 4) When SoftBank have deleted a contributed article, SoftBank will not be held responsible for disclosing the reason there of.
 - (iii) Newsgroup service is not available for ADSL connection service for individual terminal users.
- 5. In the case of discovering any irregularity while using SpinNet Service, the subscriber should report it to SoftBank without delay. (Access to SpinNet Services provided by SoftBank' affiliated companies)

Article 31 (Information by E-mail)

- 1. The subscriber will approve in receiving E-Mails from SoftBank concerning SoftBank, or information provided by third party business partners, etc. relating to SpinNet Service (commercial and advertisements included).
- 2. The subscriber can discontinue or resume receiving E-mails concerning the preceding paragraph by notifying SoftBank.

Article 32 (Technical Matters and Technical Data)

- 1. Basic technical matters concerning SpinNet Service shall be as described in Schedule 3.
- 2. Separately from this Agreement, SoftBank will prepare technical materials describing detailed technical matters that will be of help to the subscriber in the use of SpinNet Service and SoftBank will make those technical materials available at specified offices of SoftBank.
- 3. At the request of the subscriber, SoftBank may provide SpinNet Service under conditions other than the technical conditions mentioned in the preceding two paragraphs. In such cases, SoftBank will consult with the subscriber regarding those conditions.

Article 33 (Exemption from Responsibility)

- 1. If a third party causes any damage to the subscriber or a third party by dishonestly using SpinNet Service through, for example, the dishonest use of a login name, SoftBank will assume no responsibility at all for the damage.
- 2. If, when installing a subscriber line on the subscriber's side, a network connection unit, or circuit terminating equipment, SoftBank causes some damage to the subscriber's land, buildings, other structures, or the like, if it is for an unavoidable reason, SoftBank will assume no responsibility for compensating for the damage.
- 3. SoftBank will not accept any demand made by the subscriber with respect to the use of SpinNet Service if it is made ninety (90) days after the occurrence of the reason for the demand.
- 4. While SoftBank will endeavor to carry out complete operation of SpinNet Service, SoftBank will be exempt from responsibility for any damage that may be caused to the subscriber by suspension, interruption, etc. of SpinNet Service.
- 5. SoftBank does not guarantee the accuracy, integrity, or usefulness of the information obtained by the subscriber from SpinNet Service. SoftBank does not assume any responsibility for any damage that the subscriber may suffer from the use of SpinNet Service.
- 6. If the subscriber causes any damage to other subscribers or a third party through the use of SpinNet Service, the subscriber shall settle the matter on the subscriber's own responsibility and at the subscriber's own expense and shall inflict no damage or trouble on SoftBank.
- 7. SoftBank will assume no responsibilities whatsoever other than those provided for in this Agreement with regard to the provision of SpinNet Service.
- 8. Mail/Web Virus Check Service does not guarantee the complete scan or removal of Computer Viruses attached to e-mails or Web site.
- 9. SoftBank is not liable for any costs or damages caused by Computer Viruses to subscriber or third parties.
- 10. SoftBank may delete emails in cases when Mail Virus Check Service servers, Spam Mail Filtering Service and Mail Filtering Service are overloaded.

- 11 Spam Filtering Service does not guarantee the complete scan or filtering of Spam mails.
- 12 SoftBank is not liable for any costs or damages caused by Spam Mail to subscriber or third parties.
- 13 The company makes no warrant that URL Filtering in connection with URL Virus Checking function, etc. will block all web sites designated from viewing.

Article 34 (Special Agreement)

Any special agreement stipulated separately for each service is set forth below:

Category of Service	Correspond Agreement
ADSL connection service for	Attachment 1
individual terminal users	

Article 35 (Arbitration)

Any dispute arising out of or related to this Agreement and the Services shall be complied with rules and regulations established and governed by The Second Tokyo Bar Association Arbitration Center ("Center") in Japan. Settlement of a dispute assessed by an arbitrator assigned by the Center shall be final and binding upon SoftBank and subscriber.

Article 36 (Use of Personal Information)

- 1. The SoftBank Privacy Policy was established to accomplish the following objectives regarding the use of customers' personal information (Personal information is any information that may be used to identify an individual, including first and last name, date of birth, telephone number, and any other account numbers or signs which could be used to identify the individual.)
- 2. In cases where SoftBank share customers' personal information with partner companies (described in Act on the Protection of Personal Information (No. 57, May 1st, 2003) Paragraph 4-3 of Article 23), partner companies will also respect the policy and use personal information to the extent necessary for the purpose.
 - (i) to enable the (i) to (v), and (vii) above will be followed by these partner companies.
 - (ii) to apply the Service (Discount service or claim on addition) of SoftBank and partner companies of SoftBank.
- 3. In the case of 2, the SoftBank Information Asset Management department will take responsibility for the protection of customer's personal information.

Supplementary provision

1.

This Agreement is established December 5, 1996

This Agreement is revised March 22, 2000

This Agreement is revised May 11, 2000

This Agreement is revised August 15, 2000

This Agreement is revised October 2, 2000

This Agreement is revised March 1, 2001

This Agreement is revised March 20, 2001

This Agreement is revised March 26, 2001

This Agreement is revised June 1, 2001

This Agreement is revised June 5, 2001

This Agreement is revised October 1, 2001

This Agreement is revised December 25, 2001

This Agreement is revised May 15, 2002

This Agreement is revised August 13, 2002

This Agreement is revised September 2, 2002

This Agreement is revised March 18, 2003

This Agreement is revised May 1, 2003

This Agreement is revised July 1, 2003

This Agreement is revised August 8, 2003

This Agreement is revised September 29, 2003

This Agreement is revised November 1, 2003

This Agreement is revised December 17, 2003

This Agreement is revised April 1, 2004

This Agreement is revised May 26, 2004

This Agreement is revised August 2, 2004

This Agreement is revised October 27, 2004

This Agreement is revised February 2, 2005

This Agreement is revised March 1, 2005

This Agreement is revised April 1, 2005

This Agreement is revised April 20, 2005

2.

AT&T WorldNet Service will become JENS SpinNet Service as a part of this Agreement as of October 1, 2001. Subscribers, who contracted with AT&T WorldNet Service before October 1, 2001, will not be required to renew this Agreement

3.

JENS Corporation changes its corporate name to JAPAN TELECOM CO., LTD. Customers who had concluded the agreement with us before March 31, 2005 do not need to conclude the agreement again.

Additional Rules

(Interim Measures with regard to JENS SpinNet Service)

1.

Any person who applies for subscription to JENS SpinNet Service Agreement (except for subscribers to e-Access connection service for individual terminal user) between October 8, 2005 and November 30, 2005 by the application method as provided by JAPAN TELECOM shall not be required to make payment of monthly service charges (only those relating to Basic Service) as set forth in Schedule 2(Charges and Methods for Calculation), when JAPAN TELECOM accepts such application and commences JENS SpinNet Service, for the billing month in which the date of commencement of services provision falls, notwithstanding the provisions of Article 16 (Monthly Service Charge).

(Interim Measure with regard to Payment of Charges)

2.

Telecommunications Services charges or any other obligations which were paid or should have been paid before this revision shall be as hitherto.

Additional Rules

(Enforcement time)

This Agreement is revised June 1, 2006

Additional Rules

(Enforcement Time)

1.

This Agreement is revised on October 1, 2006.

(Change of Name of JENS SpinNet Service Agreement)

2.

On the day this Agreement is revised, JENS SpinNet Service Agreement will be changed to SpinNet Service Agreement.

(Interim Measures with regard to JENS SpinNet Service)

3.

The subscription agreements for JENS SpinNet Service presently existing as of this revision that were concluded pursuant to the provisions of JENS SpinNet Service Agreement before this revision will be deemed to be subscription agreements for SpinNet Service concluded by SoftBank pursuant to the provisions of this Agreement after revision as of the day this Agreement is revised.

Additional Rules

(Enforcement time)

1

This Agreement is revised April 23, 2007

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

This Agreement is revised November 6, 2007 Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions. Additional Rules (Enforcement time) This Agreement is revised January 8, 2008 Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions. Additional Rules (Enforcement time) 1. This Agreement is revised May 8, 2008 Additional Rules (Enforcement time) This Agreement is revised May 9, 2008 Additional Rules (Enforcement time) This Agreement is revised October 1, 2008 Additional Rules (Enforcement time) 1. This Agreement is revised December 1, 2008 Additional Rules (Enforcement time) This Agreement is revised December 15, 2008 Additional Rules (Enforcement time) This Agreement is revised January 5, 2009 Additional Rules (Enforcement time) 1. This Agreement is revised Febrary 1, 2009 Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions. Additional Rules (Enforcement time) This Agreement is revised April 20, 2009 Additional Rules (Enforcement time)

1.

Additional Rules (Enforcement time) 1. This Agreement is revised April 1, 2010 Additional Rules (Enforcement time) 1. This Agreement is revised May 20, 2010 Additional Rules (Enforcement time) 1. This Agreement is revised June 1, 2010 Additional Rules (Enforcement time) 1. This Agreement is revised June 1, 2010 Additional Rules (Enforcement time) This Agreement is revised October 1, 2010 Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions. Additional Rules (Enforcement time) 1. This Agreement is revised November 1, 2010 Additional Rules (Enforcement time) This Agreement is revised April 21, 2011 Additional Rules (Enforcement time) 1. This Agreement is revised January 1, 2012 Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions. Additional Rules (Enforcement time) This Agreement is revised May 31, 2012 Additional Rules (Enforcement time) This Agreement is revised October 1, 2012

This Agreement is revised October 1, 2009

Additional Rules

(Enforcement time)

1.

This Agreement is revised March 15, 2013

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1

This Agreement is revised March 28, 2013

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised February 1, 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1

This Agreement is revised March 11, 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised April 1, 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised June 1, 2014

Additional Rules

(Enforcement time)

1.

This Agreement is revised July 1 , 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised September 1, 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions

Additional Rules

(Enforcement time)

1.

This Agreement is revised December 1, 2014

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions

Additional Rules

(Enforcement time)

1.

This Agreement is revised February 1, 2015

Additional Rules

(Enforcement time)

1.

This Agreement is revised April 1, 2015

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions

Additional Rules

(Enforcement time)

1.

This Agreement is revised July 1, 2015

Additional Rules

(Enforcement time)

1

This Agreement is revised August 1, 2015

2.

Voice service fees (providing voice services to SpinNet users of the FLET'S ADSL connection service for individual terminal users, B FLET'S connection service for individual terminal users, FLET'S HIKARI PREMIUM connection service for individual terminal users, FLET'S HIKARI NEXT connection service for individual terminal users and ADSL connection service for individual terminal users, based on KDDI's Contract, Article 16) and other liabilities shall be in accordance with the previous conditions.

3.

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions

Additional Rules

(Enforcement time)

1.

This Agreement is revised October 1, 2015

2.

Voice service fees in Additional Rules article 2 revised on August 1, 2015 shall be as follows.

- (1) The rental fee of modem (with built-in VoIP) for ADSL connection service for individual terminal users shall be 500 yen /month (tax excl.) for 1 subscription.
- (2) Subscribers will not need to change the modem in spite of Attachment 1 (Special Agreement for ADSL connection service) article 6 (Modem Equipment) when they terminate the contract of Voice Service, and also will not need to pay modem change fee when they change to the modem (without VoIP function) for ADSL connection service for individual terminal users.

3.

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions

Additional Rules

(Enforcement time)

1.

This Agreement is revised April 1, 2016

Attachment 1 Special Agreement for ADSL connection service

1. Provisions

- (1) SoftBank provides ADSL connection service in accordance with this special agreement.
- (2)The provisions concluded in SpinNet service agreement shall be applied for provision of this service with the exception of the clauses in this special agreement.
- (3)The special agreement takes precedence over SpinNet service agreement in case it provides different regulations.

2. Terminological Definition

(1) The terms utilized in this special agreement shall be defined as follows.

Term	Definition		
Broadband	Telecommunication service provided by SoftBank based on "the contract clause for		
communication	broadband communication network service - end user version -"		
network service			

(2) The terminological definition in SpinNet service agreement shall be effective in this special agreement.

3. Consent of contract application

 This agreement will take effect when SoftBank confirms the application of broadband communication network service defined in the preceding item, and SoftBank, the application prescribed in the SpinNet service agreement.

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4. Account Billing Start Date

- (1) Service start date of ADSL connection service is the date which SoftBank determines service is available for usage (hereinafter called "billing start date").
- (2) If the subscriber subscribes to ADSL connection service and SpinNet service simultaneously, the billing start date for ADSL connection service will also become the service start date for the SpinNet service.

5. Change in Contract

The items which users are allowed to change in the contract are following.

- (1) Type of ADSL connection service
- (2) The address of the place where ADSL connection service is utilized.
- (3) Telephone number of the subscribed line.
- (4) Other items specified by SoftBank

6. Modem Equipment

- (1) The subscribers are only allowed to utilize the rental modem equipment (hereinafter called "rental").
- (2) In case of modem rental, the subscribers should return the rental modem equipment when they terminate the contract in accordance with SoftBank regulation. However all expenses for returning the equipment shall be paid by the subscribers.
- (3) In case of modem rental, subscribers will need to exchange the current equipment for new equipment when adding the Voice Communication Service, changing connection speed, and when adding additional services such as Wireless LAN. All expenses for the equipment exchange, including postal fees and handling charges, should be paid by the subscribers.
- (4) In case of modem rental, the subscribers shall notify SoftBank if the modem equipment is lost or damaged, and the equipment shall be exchanged in accordance with SoftBank regulation. However all expenses for the exchange should be paid by the subscribers.

7. Termination of the contract by the subscribers

- (1) The subscriber may use ADSL connection service on monthly basis counting from the account billing start date. The billing period for the ADSL connection service is a monthly cycle, starting from the billing start date. The subscribers shall notify SoftBank by the methods specified by SoftBank no later than 10 days prior to the requested cancellation date in case they wish to terminate e-Access connection service.
- (2) Apart from the regulation in (1), the subscribers are allowed to terminate the contract without paying subscription fee or monthly service fee when they inform SoftBank by the methods specified by SoftBank before the billing start date. However the other fees prescribed by NTT East, NTT West or SoftBank shall be required.
- 8. Optional charges apart from subscription fee and monthly service fee

The other charges paid by subscribers apart from subscription fee and monthly service fee are following.

(1) The charges for change in contract item

Changed Item	Amount
Service Type Change	3,000 yen (excl. tax)
Line Class Change	3,000 yen (excl. tax)
Address Change	3,000 yen (excl. tax)
Telephone number of the subscribed line change	3,000 yen (excl. tax)
Modem exchange	3.000 ven (excl. tax)

Remarks: Above amount does not include any construction fees based on the contract with NTT East or NTT West.

(2) The charges for additional construction works

Category	Amount
Line Replacement Construction	8,000 yen (excl. tax)
Uninstall of bridge tap	9,000 yen (excl. tax)
Replacement of protector	8,000 yen (excl. tax)

Remarks: 15,000 yen (excl. tax) shall be added to above amount if subscribers request Line Replacement Construction or Uninstall of Bridge Tap.

Schedule 1 Service Area

- 1. SpinNet service area for the FLET'S ISDN service is limited to the areas where NTT East and NTT West offer the FLET'S ISDN service
- 2. SpinNet service area for the FLET'S ADSL service is limited to the areas where NTT East and NTT West offer the FLET'S ADSL service
- 3. SpinNet service area for the B FLET'S Basic Type and Mansion Type services is limited to the areas where NTT East and NTT West offer the B FLET'S Basic Type and Mansion Type services
- 4. SpinNet service area for the B FLET'S Hyper Family Type and New Family Type services is limited to the areas where NTT East offers the B FLET'S Hyper Family Type and New Family Type services.
- 5. SpinNet service area for the B FLET'S Family 100 Type service is limited to the areas where NTT West offers the B FLET'S Family 100 Type service
- 6. SpinNet service area for the FLET'S HIKARI PREMIUM Family Type and Mansion Type services are limited to the areas where NTT West offers the FLET'S HIKARI PREMIUM Family Type and Mansion Type services.
- 7. SpinNet service area for the FLET'S HIKARI NEXT Family Type and Mansion Type services are limited to the areas where NTT East and NTT West offers the FLET'S HIKARI NEXT Family Type and Mansion Type services.
- 8. SpinNet service area for the FLET'S HIKARI NEXT Family High Speed Type and Mansion High Speed Type services are limited to the areas where NTT East and NTT West offers the FLET'S HIKARI NEXT Family High Speed Type and Mansion High Speed Type services.
- 9. SpinNet service area for the FLET'S HIKARI NEXT Giga Family Smart Type and Giga Mansion Smart Type services are limited to the areas where NTT East offers the FLET'S HIKARI NEXT Giga Family Smart Type and Giga Mansion Smart Type services.
- 10. SpinNet service area for the FLET'S HIKARI NEXT Family Giga Line Type and Mansion Giga Line Type services are limited to the areas where NTT East offers the FLET'S HIKARI NEXT Family Giga Line Type and Mansion Giga Line Type services.
- 11. SpinNet service area for the FLET'S HIKARI NEXT Family Super High Speed Type Hayabusa and Mansion Super High Speed Type Hayabusa services are limited to the areas where NTT West offers the FLET'S HIKARI NEXT Family Super High Speed Type Hayabusa and Mansion Super High Speed Type Hayabusa services.
- 12 . Service area is limited to the areas below for SoftBank Broadband Communication Network Service users
 - Nationwide area in which SoftBank offers Broadband Communication Network Service
- 13. Service area is limited to the areas below for AIR-EDGE users
 - Nationwide area in which SoftBank or WILLCOM OKINAWA offers AIR-EDGE
- 14. SpinNet service area for the BB Mobile Point is limited to the areas where SoftBank offers the BB Mobile Point service

Schedule 2 Charges and Methods of Calculation

1. Subscription Fee

1-1.Basic Service

Category	Unit	Amount
Dial-up connection service for individual	Per Subscription	0 yen
terminal user		

1-2. Additional Connection Service

Category	Unit	Amount
FLET'S ISDN connection service for	Per Subscription	0 yen
individual terminal user		
FLET'S ADSL connection service for	Per Subscription	0 yen
individual terminal user		
B FLET'S connection service for	Per Subscription	0 yen
individual terminal user		
FLET'S HIKARI PREMIUM	Per Subscription	0 yen
connection service for individual		
terminal user		
FLET'S HIKARI NEXT connection	Per Subscription	0yen
service for individual terminal user		
ADSL connection service for individual	Per Subscription	3,000 yen (excl. tax)
terminal user		

2. Monthly Fee

2-1.Basic Service

Category	Unit	Amount
Dial-up connection service for individual	Per Subscription	2,000 yen (excl. tax)
terminal user		

2-2. Additional Connection Service

Category	Unit	Ar	nount
FLET'S ISDN connection service for	Per Subscription		0 yen
individual terminal user			
FLET'S ADSL connection service for	Per Subscription		0 yen
individual terminal user			
B FLET'S connection service for	Per Subscription	Basic Type	4,000 yen (excl. tax)
individual terminal user			
		Hyper Family	500 yen (excl. tax)
		Type	
		New Family Type	500 yen (excl. tax)
		Family 100 Type	500 yen (excl. tax)
		Mansion Type	500 yen (excl. tax)
FLET'S HIKARI PREMIUM connection service for individual	Per Subscription	Family Type	500 yen (excl. tax)
terminal user		Mansion Type	500 yen (excl. tax)
FLET'S HIKARI NEXT connection service for individual terminal user	Per Subscription	Family Type	500 yen (excl. tax)
		Mansion Type	500 yen (excl. tax)

			Spee Fami Fami Type Man Spee Man Man	ily High d / Giga ily Smart / ily Giga Line sion High d / Giga sion Smart / sion Giga Type	500 yen (excl. tax) 500 yen (excl. tax)
			High	Speed Type	500 yen (excl. tax)
			High	sion Super Speed Type abusa	500 yen(excl. tax)
ADSL connection service for individual terminal user (ADSL 1M Plan)	Per Subscript	ion			0 yen
ADSL connection service for individual terminal user (ADSL Plus Plan) (ADSL Plus II Plan)	Per Subscripti	ion			1,580 yen(excl. tax)
ADSL connection service for individual terminal user (ADSL Plus Q Plan) (ADSL 47M Plan) (ADSL 50M Plan)	Per Subscrip	tion			1,880 yen (excl. tax)
ADSL connection service for individual terminal user	Per	T	ype I	NTT West are	a 158 yen (excl. tax)
(Line Usage Fee to NTT East or NTT West.)	Subscription			NTT East area	165 yen (excl.tax)
		Ту	pe II	NTT West area	a 1,385 yen (excl. tax)
				NTT East area	1,453 yen (excl. tax)

2-3. Supplementary Connection Service

- Francisco de la constante de		
Category	Unit	Amount
AIR-EDGE connection service for	Per Subscription	0 yen
individual terminal users		
BB Mobile Point connection service for	Per Subscription	0 yen
individual terminal users		

2-4. Supplementary Service

Category	Unit	Amount
Mail Virus check service for individual	Per Subscription	0 yen
terminal users		
Spam Mail Filtering Service for individual	Per Subscription	0 yen
terminal users		
Mail Filtering Service for individual terminal	Per Subscription	0yen
users		
Web Filtering Service for individual terminal	Per Subscription	0yen
users		

2-5.Equipment Rental

23

Category	Туре	Unit	Amount
Modem for ADSL connection service for individual terminal user	Type 1	Per Subscription	500 yen (excl. tax)
	Type 2	Per Subscription	500 yen (excl. tax)

3. Calculation Method

In cases where the charges paid by the subscriber, as outlined in Article 15 (Charges), total a fraction of 1 yen, these charges will be rounded down.

Schedule 3 Basic Technical Matters

1. Physical Condition, Mutual Connection Circuit and Electrical Property

1-1.Basic Service

Kind of Line	Physical Condition	Mutual Connection	Electrical Property
		Circuit	
PSTN	25pin Connector Based on	Based on ITU-T	Based on ITU-T
	ISO Standard IS2110	Recommendation V.24	Recommendation V.28

1-2. Additional Connection Service

Based on Service Agreement of Telecommunications Carriers who own independent telecommunications facilities or affiliated company

2. Type of Basic Communication Protocol TCP/IP