

Global WiFi for Me Terms of Use

Chapter I General Provisions

Article 1 (Application of Terms of Use)

1. These Terms of Use (hereinafter referred to as the "Terms of Use") shall apply uniformly to both the Company and the Customer (as defined in the following article) with respect to the Global WiFi for Me (hereinafter referred to as the "Services") provided by Vision Corporation (hereinafter referred to as the "Company").

2. In addition to these Terms of Use, the provisions separately set forth by us with respect to the Services (including service introductions, tariffs, help, precautionary statements, and other information on the website, as well as our notice to the Customer) shall constitute a part of these Terms of Use. In the event of a conflict between the contents of these Terms of Use and the contents of the applicable provisions, the applicable provisions shall prevail and apply accordingly.

Article 2 (Definition of terms)

Terms used in this Terms of Use shall be defined as follows: However, this does not apply when there is a different definition.

1	Contract of use	The term "Agreement" shall mean a general term that includes these Terms of Use for the use of the Service.
2	Contractor	The term "user" means the user of the Service for which a contract for use has been concluded with us, but including the person who has applied for the conclusion of a contract for use due to the context.
3	Mobile Wi-Fi router	This is a communication facility that we transfer to customers based on a usage contract.
4	Telecommunications equipment	"Mobile Wi-Fi router" shall mean a generic name for the set of equipment required for the use of the Services, such as accessories, cosmetic boxes, etc.

Article 3 (Restriction on Purpose of Use)

The Customer shall use the Services legally only for its own use.

Article 4 (Changes to these Terms of Use)

We may change the Terms of Use without obtaining the consent of the Customer. In such a case, we shall notify the Customer in advance of the change of this Terms of Use, the contents of this Terms of Use after the change, and the effective time of the change in the Terms of Use after the change by the method set forth in Article 6 (Method of Notice). In the event that we change this Terms of Use by the method pertaining thereto, the Customer shall be deemed to have agreed to such change.

Article 5 (Change of Service Contents)

We may change the service fee and other service contents without obtaining the consent of the Customer. In such a case, we shall notify the Customer of the changed service content by the method set forth in Article 6 (Method of notification) and thereafter (or after the time when the change becomes effective, if otherwise) the changed service content shall be applied, and the Customer shall be deemed to have agreed to such change by the subsequent use of the Service.

Article 6 (Method of Notice)

Except as otherwise provided in this Terms of Use, all notices from us to the Customer or the Applicant shall be given in writing, by e-mail (including Short-mail Service, etc.), by telephone, or by posting on the website operated by us, or by any other method designated by us.

Article 7 (Contractor Information)

1. In the event the Customer changes its name, address, contact address, etc. (hereinafter collectively referred to as the "Customer Information" in this article) (including the case of merger of a corporation or company split), the Customer shall promptly notify Us by the method designated by Us.
2. In the event the Customer fails to provide the notice set forth in the preceding paragraph, all documents, e-mails, etc. sent by the Customer to the name, address, or contact information of the Customer prior to the change shall be deemed to have arrived at the time when such notice is sent to the Customer.
3. In the event the Customer gives the notice set forth in Paragraph 1, all documents, e-mails, etc. sent by the Company to the Customer Information, such as the name, address, or contact address of the Customer after the change shall be deemed to have arrived at the time when the notice is sent to the Customer.
4. The Customer shall be responsible for any damage caused by the failure to give notice as set forth in Paragraph 1 hereof or by notifying us of false customer information, and the Company shall not be liable for any damages unless there are any grounds attributable to the Company.

Chapter II Contract

Article 8 (Application Procedure)

1. The Customer shall apply for the User Agreement in advance by agreeing to the Terms of Use and the Privacy Policy, completing the application form designated by the Company or the online application screen of the Internet, and submitting or transmitting the necessary information to the Company.
2. In the event of any of the following, the Customer may not accept the application for the User Agreement. In this case, we will notify the Applicant accordingly.
 - (1) When there are reasonable grounds to believe that the Customer is likely to violate the Terms of Use
 - (2) Cases where the Customer is likely to fail to pay the agreements under the Use Contract
 - (3) When the Customer has entered a false fact in the application form for a user agreement
 - (4) When there is a risk of using the Services illegally or in a manner contrary to public order and morality
 - (5) In the event the Customer is likely to use the Services in a manner that damages the reputation of the Company or the Service
 - (6) The policyholder is an organized crime group, an organized crime group member, a person who has not yet passed five years since he/she ceased to be an organized crime group member or an organized crime group member, a quasi-member of an organized crime group, a company related to an organized crime group, a general meeting house, or a special intelligent organized crime group, or any other anti-social forces equivalent thereto (hereinafter collectively referred to as "anti-social forces") or is found to have a relationship with an anti-social force.

(7) In the event that the Company determines that there is any other reasonable ground for judging that the Service cannot be provided or is inappropriate

Article 9 (Rescission of Offer)

Applications for user agreements by the Customer shall not be withdrawn in principle. Provided, however, that this provision shall not apply in cases where we specifically approve it.

Article 10 (Establishment of Agreement)

1. The License Agreement shall become effective when the Customer completes the application in accordance with the procedures designated by us and sends a notice to the Customer stating that we accept such application.
2. In the event the Services cannot be provided to the Customer for any reason after our approval, we shall notify the Customer in the manner set forth in Article 6 (Method of Notice). In this case, the Company shall not be liable for any damage to the Customer in the event there is no cause attributable to the Company.

Article 11 (Non-Assignment)

The Customer may not assign, succeed to, pledge as security, have accepted, or otherwise dispose of all or part of its rights or obligations under or arising out of the Use Agreement to a third party without our written approval.

Chapter III Service

Article 12 (Contents of Services)

The contents of the Services provided by us shall pertain to the following matters.

- (1) Provision of communications for the Services
- (2) Provision of Communications Equipment Required for Use of the Service
- (3) Other matters incidental to each of the preceding items.

Article 13 (Communication Equipment, etc.)

1. Ownership of telecommunications equipment shall be transferred from us to the Customer upon delivery of said telecommunications equipment.
2. In the event the Customer receives delivery of the telecommunications equipment, the Customer shall promptly inspect the quality and quantity thereof, and in the event any defect or deficiency in quantity is discovered in such inspection, the Customer shall immediately notify us thereof. We shall not be liable for any damages incurred by the Customer as a result of the failure by the Customer to inspect or notify us, unless there is a reason attributable to us.
3. Upon receipt of the notice from the Customer as set forth in the preceding paragraph, the Company shall repair or replace the Equipment with a substitute at its expense if the Company deems the Equipment to be defective. In addition, in the event the Company determines that there is a shortfall in the quantity of the Products as a result of such notice, the Company shall deliver

the shortfall to the Customer without delay.

4. We shall not assume responsibility in the event of force majeure, such as bad weather, or in the event of an accident or delay during transportation, or in the event that communications equipment, etc. cannot be delivered by the scheduled delivery date of the application or the Customer is unable to receive it due to reasons not attributable to us.
5. We shall only guarantee that the Customer is equipped with normal functions when receiving communications equipment, and shall not guarantee other matters, characteristics, etc., including the compatibility of communications equipment, etc., for the purpose of use by each Customer.

Article 14 (Conditions of communication)

1. The Customer may communicate only when a mobile Wi-Fi router is located within a service area separately specified by the telecommunications carrier (hereinafter referred to as the "Carrier") to which we receive communications. However, even within the service area, communication may not be possible in indoors, underground, high floors of buildings, tunnels, shade of buildings, mountainous areas, remote islands, or at sea (not limited thereto) where radio waves are difficult to transmit (including reduced communication speed). The farther away from densely populated areas, the harder the radio waves enter, the slower the speed.
2. Communications pertaining to communications services provided by telecommunications carriers shall conform to communications protocols separately provided by telecommunications carriers. However, it does not guarantee the transmission speed of the communication protocol.
3. The transmission speed pertaining to the communication services provided by the telecommunications carrier may change depending on the communication status or the communication environment or other factors.
4. The maximum communication speed displayed by the telecommunications carrier is the maximum speed on the standard and does not guarantee a fixed communication speed. In addition, the communication speed may be changed depending on the congestion of the line.

Article 15 (Fair Use and Restriction)

1. In order to provide fair communications to all parties, the Company may suspend communications or impose restrictions on the use of services if the Customer falls under any of the following items:
 - (1) When the amount of use exceeds the contract capacity
 - (2) When there is an excessive load on the communication lines of us or the telecommunications carrier regardless of the communication volume.
 - (3) Other cases where there is a reasonable ground for suspension of communications or limitation of use.
2. In the event of suspension of communications or limitation of use as set forth in the preceding paragraph, we shall not be liable for such suspension or restriction unless there is any reason attributable to us. In addition, in the event there is a reason attributable to the Customer for the suspension of communications or the restriction on use of the Customer, the Company shall not refund the User Fee, etc. to the Customer at all.

Article 16 (Suspension of Use)

1. We may suspend the use of the Services if the Customer falls under any of the following:

- (1) In the event the payment of service fees and other debts cannot be confirmed even after the due date for payment has expired
- (2) In the event it is found that an entry contrary to the facts was made in the application for the Services
- (3) In the event it is difficult or likely to become difficult to continue the Services due to a server failure, fire, power failure, act of God, or other force majeure
- (4) In the event of any abnormality, failure, or failure of the server or other related system related to the Services or any other cause that prevents the smooth use of the Services
- (5) In the event of any of the acts set forth in Article 20 (Prohibited Acts)
- (6) Upon receipt of suspension instructions from the carrier when providing the Services
- (7) If there is any other reasonable reason to require a temporary suspension of the Services.

2. We will not be liable for, and will not accept any questions or complaints regarding, any actions stipulated in this article or any non-actions stipulated in this article unless there is a reason attributable to us.

Article 17 (Abolition of Services)

1. We may discontinue providing the Services if we reasonably believe that the Services should be discontinued.
2. In the event of the preceding paragraph, we shall not assume any responsibility except in the event of willful misconduct or gross negligence on our part.

Chapter IV Fees, etc.

Article 18 (Usage Fee)

1. The usage fee for the Service shall be set forth in the Use Agreement.
2. In the event the Service is used in a place other than the area of use as set forth in paragraph 1 of Article 13 (Terms and Conditions of Communication) or the service falls under any of the items of paragraph 1 of Article 14 (Fair Use and Restriction), additional fees may be charged separately.
3. In the event the payment of the usage fee is not confirmed by the due date designated by us, we may be charged a late payment charge of 14.6% per annum.
4. In the event it becomes necessary to increase or decrease the fees relating to the Services due to changes in tax and public charges or economic conditions, the Company shall be entitled to revise the fees relating to the Services.

Article 19 (Billing, Payment Method, etc.)

1. Payment of the usage fee for the Service shall be made by credit card payment or any other method designated by us.
2. When paying the usage fee for the Service, it is necessary to comply with the terms and conditions set forth by the financial institution or credit card company to be used.
3. In the event the Customer fails to pay the Service Fee after the due date specified by us, the Customer shall be entitled to notify or contact the Customer in writing, by e-mail, telephone, or at a visit (but not limited to the foregoing) in a manner designated by us.

4. We shall be entitled to entrust to a third party the act of demanding payment and receiving reimbursement from the Customer based on the use contract, such as the usage fee set forth in Paragraph 1 of Article 15 (Usage Fee).
5. In the event the Customer is visited by the Company or a third party set forth in the preceding paragraph for the purpose of claiming payment or receiving payment, the Customer shall pay the expenses required for the visit by the Company or a third party set forth in the preceding paragraph.

Chapter V Responsibilities, etc. of Policyholders

Article 20 (Prohibitions)

1. The Customer shall not engage in any of the following acts in connection with the use of the Services.
- (1) Any act that infringes or is likely to infringe the copyright, trademark right, or any other right of us or any third party used in connection with the Services
 - (2) Acts in violation of this Terms of Use
 - (3) Violations of the Telecommunications Business Law, the Law Concerning the Prevention of Illegal Use of Mobile Phones, or other related laws and regulations
 - (4) Attachment, modification, disassembly, damage, and analysis of additional articles on communication equipment, etc.
 - (5) Conduct that falls under prohibited matters described in the instruction manual for communications equipment, etc.
 - (6) Any act that interferes with the operation of our business or services or damages our reputation
 - (7) The act of destroying or interfering with the functions of software, hardware, servers, networks, etc. used by us or third parties
 - (8) Reverse engineering, decompilation, disassembly, and other similar acts of the systems constituting the Services
 - (9) Business activities or the provision of information for profit purposes not approved by us
 - (10) The act of directly or indirectly providing benefits to anti-social forces in connection with the Services
 - (11) An act of criminal act or an act of giving advance notice, involving, or promoting such an act
 - (12) Other acts for which there are reasonable grounds for determining that they are inappropriate or inappropriate
2. In the event the Customer breaches the provisions of the preceding paragraph, the Customer shall be entitled to immediately terminate the Agreement, in whole or in part, without requiring any notice.

Article 21 (Damages)

1. In the event the Customer causes any damage to the Company for reasons attributable to the Customer in connection with the use of the Services, the Customer shall compensate for any damage suffered by the Company.
2. In the event the Customer does not pay the usage fee or any other debts for a certain period of time, the Customer shall cease using the Service and shall deem that the Customer has terminated the usage contract and shall charge 30,000 yen (including tax) as a cancellation penalty. Provided, however, that we shall not be prevented from claiming any excess amount if any damage exceeds the foregoing amount.
3. In the event the Customer causes any damage to a third party or causes any dispute with a third party in connection with the use of the Services, the Customer shall resolve the same at its own responsibility and expense, and shall not assume any responsibility

whatsoever to Us, unless there is a reason attributable to Us. In the event that we are held liable by another contractor or a third party for any reason not attributable to us, the contractor shall settle such dispute at its own responsibility and expense, and shall indemnify and hold us harmless from any and all contributions made by the contractor.

Chapter 6 General Provisions

Article 22 (Termination of Use Contract)

1. In the event the Customer falls under any of the events listed in the following items, the Customer shall be entitled to immediately terminate the Use Agreement.

- (1) In the event it is clear that the Employee neglects or is likely to neglect the payment of the obligations under the Use Contract
- (2) When using the Services illegally or in a manner contrary to public policy or morality, or when it is clear that the use of the Services is likely to occur
- (3) In the event that the Services are used or are clearly likely to be used in a manner that would seriously impede the use of the services by persons who directly or indirectly use the services provided by the Company
- (4) In the event of a breach of any of the obligations of the Customer as set forth in the Terms of Use
- (5) In the event of a petition for bankruptcy, corporate reorganization, special liquidation, civil rehabilitation, or other similar legal insolvency proceedings with respect to the Customer
- (6) Upon the termination of all or part of a contract for the Services between us and a telecommunications carrier
- (7) The Customer is found to be an anti-social force or to be involved in such an anti-social force.
- (8) In the event of any other material event that makes it difficult to continue the contract similar to any of the preceding items.

2. In the event the Service Agreement is terminated pursuant to the provisions of the preceding paragraph and the provision of the Services is suspended, the Company shall notify the Customer in advance of the reason thereof and the date on which the provision is suspended in the manner set forth in Article 7 (Method of Notice). Provided, however, that in the event the Company determines that an emergency is unavoidable, the Company may not notify the Customer.

3. In the event the usage contract is terminated pursuant to the provisions of Paragraph 1, the Customer shall compensate for damages incurred by Us as a result of the termination.

Article 23 (Indemnity)

1. Even during the term of use of this service, if you connect to the communication network by a method other than our guidance, you may be charged communication charges such as overseas data roaming charges by your communications company. In such a case, we will not assume any liability unless there is a reason attributable to us.

2. We shall not be liable for any damages incurred by the Customer due to any interference with the use of telecommunications equipment. Provided, however, that in the event that there is a reason attributable to us for the cause of the interference, we shall compensate for such damage in accordance with the provisions of this Terms of Use.

3. The Customer may not be exempted from the payment of the Usage Fee if there are reasons attributable to the Customer for causing a hindrance to the use of the Communications Equipment.

4. Even in cases where we are liable to the Customer for damages due to default, tort, nonconforming contract, or other causes, we shall not be liable to compensate for special damages unless we have committed a willful act or gross negligence.

5. We shall be entitled to perform our liability for damages by offsetting the same amount as that owed to the Customer's credit (regardless of the due date) for the use fee, etc. for the Services. Provided, however, that this shall not apply to the cases where the liability for damages incurred by us is based on a tort, and where the cause of such act was in bad faith with us or where the liability for damages to the life or body of the Customer is applicable.

Article 24 (Re-consignment)

We may subcontract part of the services required for the provision of the Services to a third party, and the Customer shall agree to do so in advance.

Article 25 (Confidentiality)

The Customer shall treat as confidential information disclosed by Us in connection with the Services, unless otherwise approved in writing in advance by Us.

Article 26 (Policy on the Protection of Personal Information)

1. We will appropriately manage the personal information of contractors with the care of a good manager in light of the purpose of the "Act on the Protection of Personal Information." In this Terms of Use, "Personal Information" shall mean the Personal Information as defined in the same law.
2. The personal information of the Customer shall be properly handled in accordance with our privacy policy. The purpose of use of obtained personal information is as stated in our Privacy Policy.

Article 27 (Handling of Electronic Mail Transmissions)

We may conduct sales recommendations, questionnaire surveys, and send premiums, etc. concerning the services provided by us (including our parent company, subsidiaries, and affiliates; hereinafter the same shall apply in this item) or our affiliated companies via e-mail. These e-mails will only be sent to the subscribers who are authorized to send e-mails from us at the time of conclusion of the usage agreement.

Article 28 (Remaining provisions)

Provisions 7 (Contractor Information) Clause 4, 10 (Contract Enforcement) Clause 2, 11 (Transfer Prohibition), 15 (Fair Use and Limitation) Clause 2, 16 (Suspension Use) Clause 2, 18 (User Fee), 19 (Demand, Payment, etc.), 21 (Compliance), 22 (Cancellation of Use) Clause 3, 23 (Disclaimer) and 25 (Mandatory Mandatory) to 29 (Compliance and Jurisdiction) shall remain valid after the end of this contract.

Article 29 (Governing Law and Jurisdiction)

The laws governing this Terms of Use shall be the laws of Japan. The exclusive jurisdictional court of first instance shall be the

Tokyo District Court in cases pertaining to these Terms of Use or disputes related thereto.

Article 30 (Language Clauses)

These Terms of Use are prepared in Japanese. In the event that the Terms and Conditions of Use are translated into a language other than Japanese, such translation shall in no way affect the interpretation of the provisions of this Terms and Conditions of Use. In the event of any inconsistency or conflict between such translation and this Terms of Use prepared in Japanese, this Terms of Use prepared in Japanese shall prevail in any event.