

Global WiFi Rental Station Terms of Use

Article 1 (Scope of Application, etc.)

1. These "Global WiFi Terms of Use" (hereinafter referred to as "these Terms") apply to the rental service (hereinafter referred to as "the Service") of data communication devices and their accessories (hereinafter referred to as "Communication Devices, etc.") provided by Vision Inc. (hereinafter referred to as "the Company") and to the use of the Global WiFi App (hereinafter referred to as "the App") by the applicant (hereinafter referred to as "the Applicant"). The contract established between the Company and the Applicant based on these Terms is hereinafter referred to as "this Agreement."
2. In addition to these Terms, other regulations set separately by the Company regarding the Service (including service descriptions, price lists, help sections, notes, other website information, and notifications to the Applicant by the Company) constitute part of these Terms. In the event of any inconsistency between the contents of these Terms and such regulations, the latter shall prevail.
3. If the Applicant designates a third party as the actual user of the Service (hereinafter referred to as "the User"), the Applicant shall be obligated to ensure that the User complies with these Terms.

Article 2 (Amendment of these Terms) The Company may amend these Terms without obtaining the Applicant's consent. In such a case, the Company shall notify the Applicant in advance, in accordance with the method specified in Article 6, of the fact that these Terms have been amended, the content of the amended Terms, and the effective date of the amendment. The Applicant shall be deemed to have agreed to such amendments upon continued use of the Service after the amendment.

Article 3 (Modification of Service Content) The Company may modify the service fees or other service contents without the Applicant's consent. In such a case, the Company shall notify the Applicant of the modified service content in accordance with the method specified in Article 6, and after the effective date specified in the notice (or another date if separately specified), the modified service content will apply. By continuing to use the Service thereafter, the Applicant shall be deemed to have agreed to such modifications.

Article 4 (Application Procedure)

1. The Applicant shall complete the application form designated by the Company or the online application screen on the internet, filling in the required information and submitting or sending it to the Company by the application deadline, after agreeing in advance to these Terms and other relevant regulations.
2. The line used for the rented Communication Devices, etc., will be specified by the Company and will be determined just before the rental.
3. The Company may reject the application for this Agreement if any of the following applies, and in such cases, the Company shall notify the Applicant:
 1. (1) If there is a reasonable cause to believe that the Applicant may violate these Terms.
 2. (2) If there is a risk that the Applicant will fail to perform obligations under this Agreement.
 3. (3) If the Applicant intentionally provides false information on the application form or online application screen.
 4. (4) If there is a risk that the Service will be used illegally or in a manner contrary to public order and morals.
 5. (5) If there is a risk that the Service will be used in a way that damages the reputation of the Company or the Service.

6. (6) If the Applicant is found to be a member of or involved with an anti-social force such as organized crime groups, members of organized crime groups, persons who have not been members of organized crime groups for less than five years, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers, or other similar entities (hereinafter collectively referred to as "Anti-Social Forces").
7. (7) If there is any other reasonable cause for judging that providing the Service is impossible or inappropriate.

Article 5 (Formation of Contract)

1. The contract is considered formed when the Applicant completes the application process specified by the Company, and the Company accepts it.
2. The acceptance by the Company, as referred to in the previous paragraph, means that the Company sends an email to the email address registered by the Applicant, or issues a notification approving the application through other communication means such as postal mail.
3. If, after the Company has accepted the application, the Service cannot be provided due to unforeseen circumstances, the Company will notify the Applicant by the method specified in Article 6. In this case, if the cause of the issue is not attributable to the Company, the Company will not be held responsible for any damages incurred by the Applicant.
4. After the contract is formed, the Company may request the Applicant to provide information necessary for the provision of the Service (including but not limited to the Applicant's or the User's passport number). In such cases, the Applicant must notify the Company of such information by the date and method specified by the Company. If the Applicant fails to comply, the Company reserves the right to terminate the contract at its discretion. However, even in such cases, the Applicant remains responsible for paying the service fees for the period up until the contract termination.

Article 6 (Method of Notification) Notifications from the Company to the Applicant regarding these Terms and matters related to the Service will be made by methods designated by the Company, such as written communication, email (including short messages), telephone, or postings on the Company's website.

Article 7 (Rental Usage Period)

1. The rental usage period is based on the period used to calculate the rental days in the contract. If the Applicant wishes to extend the rental period, the Applicant must contact the Company by the day before the end of the rental period using the method specified by the Company, and the Company must process the extension. In such cases, the Company will set a new return date for the Communication Devices, etc. (hereinafter referred to as "the Return Date"), and extension fees set by the Company will apply until the new Return Date.
2. If the Communication Devices, etc. are not confirmed to be returned to the Company by the specified Return Date, extension fees set by the Company will apply until the date when the return of the Communication Devices, etc. is confirmed at the designated return location. However, this does not apply if the failure to confirm the return is attributable to the Company.
3. If the Applicant applies to use the devices for more than 30 days, or if special circumstances require consideration of a fixed rental period, the Applicant may be required to discuss the matter with the Company separately.

Article 8 (Prohibition of Assignment) The Applicant may not assign, transfer, offer as collateral, allow a third party to assume, or otherwise dispose of their status, rights, or obligations under this Agreement.

Article 9 (Change of Applicant Information)

1. If there is any change in the information the Applicant provided to the Company under Article 4, paragraph 1, the Applicant must notify the Company immediately.
2. If the Applicant fails to provide notification as required in the previous paragraph, and the Applicant is unable to use all or part of the Service as a result, the Company will not be held responsible for any damages unless the failure is attributable to the Company.

Article 10 (Delivery of Communication Devices, etc.)

1. The Applicant shall receive the communication devices, etc. from the Company or a designated operator by one of the following methods. In all cases, a specified handling fee will be charged:
 1. (1) Shipment by domestic courier (courier or mail) to the location designated by the Applicant before the scheduled departure date.
 2. (2) Direct pickup at the Company's specified airport delivery counter.
 3. (3) Pickup at the Company's or its affiliated operator's office or branch.
 4. (4) Direct pickup at the Company's specified overseas delivery counter.
 5. (5) Shipment by courier or mail to the overseas location designated by the Applicant.
2. If the Applicant wishes to receive the communication devices, etc. beyond the application deadline (WEB application deadline) specified by the Company, the Company may accept the request at the regular price instead of the campaign price, provided that the Company deems it possible.
3. The Company is not liable for failure to deliver the communication devices, etc. by the scheduled delivery date, or for the Applicant's inability to receive them, due to force majeure such as bad weather, accidents, or delays during transport, as long as the cause is not attributable to the Company.

Article 11 (Cancellation of Application)

1. If the Applicant wishes to cancel the application made under Article 4, Paragraph 1, they must notify the Company immediately, and the Applicant will pay the cancellation compensation for communication fees (equivalent to cancellation fees) as specified by the Company.
2. If the Applicant cancels (terminates the contract) after the communication devices, etc. have been shipped to the location designated by the Applicant, they must return the devices to the Company within two days from the day after the devices arrive. If the devices do not arrive at the Company within this period, the Applicant shall pay the extension fees specified by the Company starting from the day after the end of the return period.

Article 12 (Return of Communication Devices, etc.)

1. The Applicant shall return the communication devices, etc. to the Company by the return method specified during the application process, by the return date.
2. If the Applicant chooses to return the devices by mail, they must use the shipping label specified by the Company, and the shipping costs will be borne by the Applicant. If the devices are returned using a shipping method other than the specified label or returned via collect on delivery, additional actual costs may be charged.
3. The Applicant must ensure that no personal belongings (hereinafter referred to as "personal items") are included when returning the communication devices, etc.
4. If personal items are included during the return, the Company will notify the Applicant, and the Applicant must retrieve the personal items by the date specified in the notification. The Company will store the personal items in the same condition for 90 days from the day after the notification or the date the items were received.

by the Company. The retrieval costs will be borne by the Applicant.

5. If the Applicant does not retrieve the personal items within the specified period or does not respond to the Company's notification, the Company will not be responsible for the storage of such items, and if the items are lost, damaged, or deteriorated, the Company will not be liable for any damages. After the storage period has passed, the Company will be exempt from the responsibility of storing the personal items, and the Applicant will be deemed to have waived ownership, allowing the Company to dispose of the items.

Article 13 (Service Fees and Data Usage)

1. Service fees are calculated based on the rental period specified in Article 7 and the daily rate specified on the Company's website, pamphlets, or other regulations, and consumption tax will be added. However, this does not apply to communication fees incurred for use outside Japan.
2. If the Applicant exceeds the data usage specified in the application process under Article 4, the communication will be suspended. If the Service is used outside the specified region or excessive data usage as defined in Article 21 occurs, the Company may take one or more measures such as suspension of communication, usage restrictions, or additional charges.
3. If the user is a business operator engaged in the same industry as the Company, the usage fee will be calculated based on a usage-based rate specified separately from the regular usage fees and billed to the Applicant.
4. If payment is not confirmed by the specified payment date, the Company may charge a late fee of 14.6% annually.

Article 14 (Billing and Payment Methods)

1. Service fees shall be paid by credit card or by other methods specified by the Company.
2. When paying the service fees, the Applicant must comply with the terms and conditions set by the financial institution or credit card company used.
3. Depending on the requested details of the service (region of use, rental period, number of devices, etc.), a deposit or credit card guarantee may be required.
4. If the rental period exceeds one month, payments may be settled monthly.
5. If the Applicant fails to pay the service fees by the due date, the Company may notify or contact the Applicant via written communication, email, phone, or visitation (not limited to these methods).
6. If the Company charges the Applicant for any fees under these Terms (such as extension fees, cancellation compensation for communication fees, repair or replacement costs for communication devices, etc.), the amount will be specified in the invoice.
7. The Company may entrust a third party to collect and receive claims for service fees, late charges, extension fees, or other claims based on these Terms. The Company may also transfer such claims to a third party.
8. If the Company or the third party specified in the previous paragraph visits the Applicant to collect and receive claims, the Applicant shall pay the costs incurred for the visit.

Article 15 (Termination of This Agreement)

1. The Company may immediately terminate this Agreement if the Applicant or User falls under any of the following:
 1. (1) If it is evident that the Applicant or User has failed or is likely to fail to perform their obligations under this Agreement.
 2. (2) If it is evident that the Applicant or User has used or is likely to use the service in an illegal manner or in a way that violates public order and morality.

3. (3) If it is evident that the Applicant or User has used or is likely to use the service in a way that causes significant disruption to others who directly or indirectly use the services provided by the Company.
4. (4) If the Applicant or User violates any of the obligations stipulated in these Terms of Use.
5. (5) If the Applicant becomes subject to bankruptcy, corporate reorganization, special liquidation, civil rehabilitation, or any other legal insolvency proceedings.
6. (6) If the agreement related to this service between the Company and the telecommunications provider is terminated in whole or in part.
7. (7) If it is discovered that the Applicant is or has connections with anti-social forces.
8. (8) If other significant reasons equivalent to the above arise, making it difficult to continue the Agreement.
2. If the Company terminates this Agreement and suspends the provision of the service based on the provisions of the preceding paragraph, the Company shall notify the Applicant of the reason and the date of suspension in accordance with the methods stipulated in Article 6 (Method of Notification). However, if the Company determines that there are urgent and unavoidable circumstances, it may not notify the Applicant.
3. If this Agreement is terminated under Paragraph 1, the Applicant shall compensate the Company for any damages caused by the termination.

Article 16 (Management of Communication Devices, etc.)

1. The Applicant and User shall maintain and manage the communication devices, etc., with the care of a good manager and must not engage in the following acts in relation to their use:
 1. (1) Transfer, resale, analysis, modification, alteration, damage, disposal, loss, contamination (such as attaching stickers, scraping, coloring), removal of attached stickers, etc., of communication devices, etc.
 2. (2) Unauthorized use of communication devices, etc.
 3. (3) Engaging in actions that fall under the prohibited or cautionary items listed in the instruction manual of the communication devices, or in these Terms of Use (including various regulations).
 4. (4) Engaging in acts that violate the Telecommunications Business Act, the Mobile Phone Misuse Prevention Act, or other related laws.
 5. (5) Any other actions reasonably deemed inappropriate in light of the nature and purpose of the service.
2. If any of the actions listed in the previous paragraph are observed, the Company may issue a corrective recommendation to the Applicant or terminate the Agreement in accordance with the preceding article and demand the return of the communication devices, etc., and the Applicant must comply.
3. Notwithstanding the preceding paragraph, if the actions listed in Paragraph 1 result in damages to the Company, the Company may make a claim for damages as stipulated in Article 24, and the Applicant shall be obligated to pay.

Article 17 (Loss or Damage to Communication Devices, etc.)

1. If the communication devices, etc., are lost, damaged, destroyed by fire, or stolen, the Applicant must immediately notify the Company. Furthermore, regardless of the reason, if the communication devices, etc., are lost or stolen, the Applicant shall pay any communication charges incurred due to unauthorized use until the Company is notified, and the relevant communication line is stopped.
2. In such cases, unless the loss, damage, destruction by fire, or theft is attributable to the Company, the Applicant shall pay the repair or replacement cost of the communication devices, etc., as separately determined by the Company. This provision does not preclude other claims for damages from the Company to the Applicant or User.

Article 18 (Compensation System)

1. The compensation system is an optional system that compensates for the damage to communication devices, etc., in the event of loss, damage, destruction by fire, or theft during the usage period by the Applicant or User. This system applies only to Applicants who have applied for it at the time of application in accordance with Article 4.
2. The compensation system fees and compensation details shall be presented and notified to the Applicant at the time of application via the Company's website or other means.
3. In the event of loss or theft, the Applicant must obtain a certificate from the local police station or a public institution and present it to the Company.

Article 19 (Purchase of Communication Devices, etc.)

In principle, the Applicant may not purchase the communication devices, etc.

Article 20 (Provision of Applications)

1. Individuals who use the application provided for this service (including the Applicant, but not limited to them, hereinafter referred to as "App Users") shall download and install the application at their own responsibility.
2. The Company does not guarantee that the application will be compatible with all mobile devices.
3. The App Users shall use the application as provided by the Company and must not copy, modify, alter, or adapt the application.
4. If the application is used without an internet connection, its functionality may be partially restricted.
5. The Company may, without prior notice to the App Users, add, change, delete, suspend, or discontinue the content or provision of the application. The Company shall not be liable for any damages caused by such additions, changes, deletions, suspensions, or discontinuation, unless attributable to the Company.
6. If the App Users violate or are likely to violate these Terms of Use, the Company may, at its discretion, take one or more reasonable actions, including temporarily suspending or restricting the use of the application, without any notification to the App Users.
7. App Users may not grant licenses, transfer, sell, lend, change the name, set pledges, offer as collateral, or otherwise dispose of the application to third parties. The Company is not responsible for any damages caused by third-party use of the application unless attributable to the Company.
8. The Company is not liable for any losses or damages incurred by App Users in connection with the use of the application unless such losses or damages are attributable to the Company.

Article 21 (Fair Use and Restrictions)

1. To provide fair and equitable communication services to all users, if any of the following conditions are met, measures such as suspending communication, imposing usage restrictions, or charging additional fees may be taken based on the policies of the local communication provider or our judgment:
 1. (1) When excessive load is caused on our or the local communication provider's communication lines due to high-demand communications such as video streaming, online gaming, OS/software/app downloads or updates, VOIP, FTP, etc., regardless of the communication volume.
 2. (2) When there are other reasonable grounds for suspending communication or imposing usage restrictions.
2. Even if communication is suspended or restricted under the previous paragraph, we will not be liable unless there is a reason attributable to us. Additionally, if the suspension or restriction is due to reasons attributable to the applicant or user, no refunds will be provided.

Article 22 (Prohibited Activities)

Applicants or users must not engage in any of the following activities in relation to the use of this service:

1. (1) Activities that infringe on the copyrights, trademark rights, or other rights of us or third parties related

to this service, or activities that may lead to such infringement.

2. (2) Activities that violate these terms of use.
3. (3) Activities that violate the Telecommunications Business Law, Mobile Phone Unauthorized Use Prevention Law, or other relevant laws and regulations.
4. (4) Attaching additional items to, modifying, disassembling, damaging communication devices, etc.
5. (5) Using communication devices, etc., in a manner deemed inappropriate by us.
6. (6) Subletting, transferring, providing collateral, or otherwise disposing of communication devices, etc., to third parties.
7. (7) Interfering with the operation of our business or services or damaging our reputation.
8. (8) Destroying or interfering with the functions of software, hardware, servers, networks, etc., used by us or third parties.
9. (9) Reverse engineering, decompiling, disassembling, or engaging in other similar activities on the system constituting this service or the app.
10. (10) Engaging in unauthorized commercial activities or providing information for profit without our approval.
11. (11) Providing direct or indirect benefits to antisocial forces in connection with this service.
12. (12) Engaging in criminal activities, or forecasting, participating in, or promoting such activities.
13. (13) Any other activities deemed inappropriate or unreasonable.

Article 23 (Disclaimer)

1. Even during the rental period of communication devices, if you connect to the communication network using methods other than those instructed by us, you may incur international data roaming charges or other communication fees from your communication provider. In such cases, we will not be responsible unless there is a reason attributable to us.
2. We are not liable for any damage suffered by the applicant or user due to any issues with the communication devices (including malfunctions, damage, burning, etc.). However, if the issue is attributable to us, we will compensate for such damage in accordance with these terms of use.
3. Even if there are issues with the communication devices, we will not provide alternative communication methods or similar responses.
4. If issues with the communication devices are due to reasons attributable to the applicant or user, the applicant will remain responsible for paying the usage fees.

Article 24 (Compensation for Damages)

1. If damages occur to us due to reasons attributable to the applicant or user in relation to the use of this service, the applicant must compensate for such damages.
2. If the applicant or user causes damage to a third party in relation to the use of this service or disputes arise with a third party, the applicant must resolve this at their own responsibility and expense, without imposing any responsibility on us, unless the cause is attributable to us.
3. Even if we are liable for damages due to default, tort, or other reasons, we will not be liable for special damages unless there is intent or gross negligence on our part.
4. Our liability for damages will be fulfilled by offsetting it against any claims we have against the applicant for usage fees of this service (regardless of the due date). However, this does not apply to cases where our liability for damages is based on unlawful acts with malicious intent on our part or relates to compensation for the applicant's or user's life or bodily harm.

Article 25 (Subcontracting)

We may subcontract part of the operations necessary for providing this service to third parties, and the applicant agrees to this in advance.

Article 26 (Confidentiality)

Applicants and users must treat any non-public information disclosed by us in connection with this service, which is designated as confidential, as confidential, unless there is prior written consent from us.

Article 27 (Handling of Personal Information)

1. In light of the spirit of the "Act on the Protection of Personal Information," we will appropriately manage the personal information (as defined by the Act on the Protection of Personal Information) of applicants and users in accordance with this Terms of Use and our Privacy Policy. Please check our Privacy Policy at the following URL. If there is any contradiction or conflict between the provisions of this Terms of Use and our Privacy Policy, the provisions of this Terms of Use shall take precedence over the Privacy Policy.

Our Privacy Policy: <https://www.vision-net.co.jp/privacy.html>

2. We will handle the personal information of applicants or users appropriately within the scope necessary to achieve the purposes specified in the following items:

(1) Responding to various inquiries or consultations related to this service.

(2) Verifying identity, providing information about fees and billing, notifying changes in service provision conditions, communication related to service suspension or contract cancellation, and other notifications related to service provision. Notifications related to service provision include the transmission of the following emails, which will be sent even to applicants and users who opted out of receiving emails from us at the time of the contract, as these are necessary for the provision of the service:

i) Emails confirming order details and receipt.

ii) Emails regarding the return of rented items.

iii) Emails about local communication disruptions.

iv) Emails regarding the user's communication data usage.

v) Emails about local information while traveling.

vi) Emails regarding additional data purchases while traveling.

vii) Other necessary information emails defined by us that are not disadvantageous to applicants.

(3) Conducting marketing and surveys, and sending gifts, via phone, email, or postal mail, regarding services provided by us (including our parent company, subsidiaries, and affiliates, hereinafter referred to as the same in this item) or our partner companies. The notifications include the following emails, which will only be sent to applicants and users who permitted receiving emails from us at the time of the contract:

i) Discount information from Global WiFi.

ii) Gift information from Global WiFi (weekly newsletter format).

iii) Emails about services of the Vision Group.

(4) Analyzing information provided for improving our services or developing new services.

(5) Announcing products, services, and campaigns of ours or our partner companies. These announcements may be made via email, and such emails will only be sent to applicants and users who permitted receiving emails from us at the time of the contract.

3. We may provide personal information to third parties if we receive a disclosure request due to laws, regulations, or orders from public agencies or courts, or if we receive a disclosure request from parties we contract with for the provision of this service (including but not limited to telecommunication companies

providing communication services to us). In such cases, we will disclose personal information only to the extent necessary for the purpose.

4. Applicants are responsible for managing and deleting the data, browsing information, history, etc., used on the communication devices. We shall not be responsible for the management or deletion of information after the termination of this contract or after the return of the communication devices unless attributable to our fault.
5. If we deem it necessary (including cases where we receive a reasonable request for disclosure of personal information from a telecommunications carrier providing communication services to us), we may request applicants and users to provide personal information. In such cases, applicants and users shall promptly comply with the request. However, this does not apply if there is no reasonable basis for our request.

Article 28 (Surviving Provisions)

Even after the termination of this contract, the provisions of Article 5, Paragraph 3; Article 7, Paragraph 2; Article 8; Article 9, Paragraph 2; Article 10, Paragraph 3; Article 11, Paragraph 2; Article 12; Article 13, Paragraph 4; Article 14, Paragraphs 5 to 8; Article 15, Paragraph 3; Article 16, Paragraph 3; Article 17; Article 19; Article 20, Paragraphs 5 to 8; Article 21, Paragraph 2; Article 23; Article 24; Articles 26 to 29; and Article 30, Paragraphs 3 to 5 shall continue to remain valid.

Article 29 (Governing Law and Jurisdiction)

The governing law of this contract shall be the laws of Japan and will be interpreted based on Japanese law. Any disputes arising in relation to this contract shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court, depending on the amount of the claim, as the court of first instance.

Article 30 (Special Provisions Regarding Subscriber Identification Information)

1. The subscriber must submit a copy of their passport or other documents specified by us (hereinafter referred to as "Subscriber Identification Documents") upon our request.
2. If required by foreign laws or if a telecommunications carrier requests the submission of Subscriber Identification Documents, we may disclose such documents to the extent necessary to comply with such requests.
3. We shall not be liable for any damages incurred by the subscriber in connection with this article, unless due to our fault.
4. If we incur any damage in connection with this article, the subscriber shall compensate for such damage unless it is attributable to our fault.

Article 31 (Special Provisions for the Sale of Communication Devices, etc.)

1. If both our company and the applicant specifically agree at the time of concluding the service agreement, we may sell all or part of the communication devices, etc., to the applicant, and the applicant agrees to purchase them.
2. The risk of loss and ownership of the communication devices, etc., sold based on the preceding paragraph will transfer from us to the applicant upon the delivery of the communication devices, etc.
3. Upon the delivery of the purchased communication devices, etc., the applicant must immediately inspect whether the quantity and quality of the delivered devices conform to the terms of the contract.
4. If the communication devices, etc., fail the inspection mentioned in the preceding paragraph, the applicant must notify us immediately of the failure without using the communication devices.
5. Regardless of other provisions, the compensation system stipulated in Article 18 will not apply to the sold communication devices, etc.

6. If the purchased communication devices, etc., are returned to us, they will be handled in accordance with the provisions of Article 12, Paragraph 4.

Article 32 (Language Clause)

These Terms of Use are prepared in Japanese. Even if these Terms of Use are translated into languages other than Japanese, such translations will have no effect on the interpretation of these Terms of Use. In the event of any inconsistency or conflict between the translation and the Japanese version, the Japanese version will always take precedence.

(Enacted on October 1, 2011)

Revision History

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