TERMS AND CONDITIONS OF NITV TELECOM SERVICE

INTERNET & MOBILE SIM FOR VOICE, SMS, DATA & VAS

ニューアイテイーヴェンチャー株式会社
NEW IT VENTURE CORPORATION

SECTION 1: GENERAL PROVISION

CLAUSE 1 (Applicability of contract clause)

The purpose of the following Terms and Conditions is to establish Customer Guidelines on rights, duties and responsibilities while Using NITV TELECOM Service for Multiple PLANS like Y-SIM, SB BIZ-SIM, i-SIM, Rental PocketWIFI/ High Capacity Data, Fiber Home Internet, Rental Terminal Devices, etc (hereinafter referred to as the 'TELECOM SERVICE') provided by the New IT Venture Corporation (hereinafter referred to as 'NITV')

CLAUSE 2 (Changes to these Terms and Conditions)

The Company may amend these Terms and Conditions. In such case, fee and other provision conditions shall be governed by the amended Terms and Conditions. In the event of any amendment to these Terms and Conditions, the Company shall notify the Customer through the Company's Service Website (www.nitvtelecom.com) or any other methods specified by the Company.

CLAUSE 3 (Publication of these Terms and Conditions)

The Company shall publish these Terms and Conditions on the Company's website (https://nitvtelecom.com) and in other methods specified by the Company.

CLAUSE 4 (Definition of Terms)

The following terms (in singular or plural form) as used in these Terms and Conditions shall have the following meanings:

Term	Meaning of the term
NITV TELECOM Service	The general term for services provided by the Company under these Terms and Conditions (hereinafter referred to as this " TELECOM SERVICE")
NITV TELECOM Service Contract Terms and Conditions	Agreement for use of this TELECOM SERVICE
Customer/ Customers	Customers of this TELECOM SERVICE
Billing Commencement Date	The date designated by the Company as the date of recognizing the fees (excluding initial and one-time fee) on the use of this TELECOM SERVICE
Termination Date	Date when cancellation of this TELECOM SERVICE contract becomes effective
IPv4 Address	A 32-bit address defined as Internet Protocol version 6 (IPv6)
IP Address	General name for IPv4 addresses

SIM Card	An IC card capable of storing the Customer's identification number and other information, lent by the Company to the Customer
Universal Service Fee	A charge collected by the Company on this Service in the manner and amount prescribed in the special agreement for the payment of an amount proportional to the number of telephone numbers used by this Service to Nippon Telegraph and Telephone East Corporation or Nippon Telegraph and Telephone West Corporation through the Telecommunications Carriers Association, which is the basic telecommunications service support organization, as a contribution necessary to ensure the provision of universal service
MNP	Among the telecommunications carriers companies (hereinafter referred to as "Telecommunications Carriers") stipulated in CLAUSE 2 no.5 of the Telecommunications Business Law, a system by which a subscriber of a mobile voice communication service can continue to use a former phone number at a new location when the subscriber of the mobile voice communication service changes from a provider of mobile voice communication service (hereinafter referred to as "mobile voice carrier") to a new mobile voice carrier, is referred to as Mobile Number Portability
Service Partner/ Service Partners*	Partner Companies for NITV TELECOM service providers like NTT Docomo, Inc. (hereinafter referred to as "NTT DOCOMO"), Internet Initiative Japan Inc. (hereinafter referred to as “IIJ”), SoftBank Corporation (hereinafter referred to as "SoftBank"), Y!mobile (hereinafter referred to as "Y!mobile"), Nippon Telegraph & Telephone East Corp. (hereinafter referred to as "NTT EAST"), Nippon Telegraph And Telephone West Corp. (hereinafter referred to as "NTT WEST"), and NTT Communications (hereinafter referred to as "NTT COMM")

CLAUSE 5 (Service Territories)

The Company shall designate its service territories from among the service territories designated by Service Partners* and which are located in Japan.

CLAUSE 6 (ID and Password)

1. The Customer is responsible for managing the ID and password issued by the Company.
2. The Company may request the Customer to provide ID and password upon exercising the Customer's rights under the service contract.
3. ID, etc. shall not be shared to unauthorized third parties, except to those provided in these Terms and Conditions.
4. If an ID has been stolen or is likely to be stolen, the Customer shall immediately notify the Company, and the Customer shall comply with the instructions given by the Company. The Customer shall indemnify the Company and hold the Company harmless from all claims and damages, arising out of a third-party claim as result of ID theft and other information lost.

CLAUSE 7 (Exclusive Jurisdiction Court)

If there is a need for litigation between the Company and these Terms and Conditions, Tokyo Summary Court or Tokyo District Court shall have exclusive jurisdiction of the first instance, depending on the scale of the action.

CLAUSE 8 (Governing Law)

These Terms and Conditions shall be governed by the laws of Japan.

SECTION 2: APPLICATIONS AND ACCEPTANCE, ETC.

CLAUSE 9 (Application)

Application for use of this TELECOM SERVICE (hereinafter referred to as "Application") shall be made by submitting the Company's designated document that describes the necessary items to specify the contents of this Service.
Customers that apply for SIM card with voice call function shall need to show additional documents specified separately by the Company for the purpose of identity verification (Verification of information that identifies the Customers, etc. such as name, address, date of birth based on the provisions of CLAUSE 9 of the Act on Identity Verification of Contractors, etc. by Mobile Voice Communication Carriers and Prevention of Unauthorized Use of Mobile Voice Communication Services (Act No. 31 of 2005)).

CLAUSE 10 (Acceptance of Application, etc.)

1. The Company shall accept Application upon the receipt of Application for use of this Service except for cases that fall under any of the reasons for rejection of Application specified in the following CLAUSE (Rejection of Application).
2. The provision of this Service specified will be in order of the acceptance of Application. However, if necessary, the Company may change the order.

CLAUSE 11 (Rejection of Application)

1. The Company may refuse to accept the Application for use of this Service if the applicant falls under any of the following items:
   a. If the Customer fails to meet the requirements for use of this Service.
   b. When it is technically extremely difficult to provide this Service specified in the Application or to maintain the devices needed for provision of such Service.
   c. When the Company determines that the applicant would likely fail to pay the obligation under the service contract.
   d. When the applicant has committed an illegal act or failed to perform his/her obligation in accordance with the current or the previously concluded service contract, or when said contract for use of the service with the applicant has been terminated in the past.
   e. When the Service use agreement application is incomplete or contains false statements.
   f. When the applicant is liable to use this Service in adverse manners such as illegal, unjust, or offensive to public order and morals which causes damages to the Company or the Company's service credibility or significant hindrance to those who use the Company's services directly or indirectly.
   g. There are other reasons for the Company to determine that it is inappropriate to accept the application.
2. In case the Company rejects the Application based on the provision of the preceding paragraph, the Company will notify the applicant by the prescribed method.

CLAUSE 12 (Restriction on Transfer of Rights and Obligations)

The Customer must not transfer, buy or sell, set pledges, or offer the rights and obligations for the service contract as collateral.

CLAUSE 13 (Customer)

The Customer shall use this Service in accordance with these Terms and Conditions and other provisions related to this Service, and shall be limited to individuals.

CLAUSE 14 (Unit of Contract)

The Company concludes one service contract for one telephone number. In this case, it is one contract for each individual.

SECTION 3 : CHANGES OF CONTRACT TERMS

CLAUSE 15 (Change of this Service's Contents)

1. The Customer, if it is stipulated by these Terms and Conditions, may request to change the service contract's contents.
2. The provisions of CLAUSE 11 (Rejection of Application) shall apply to the cases where the request set forth in the preceding paragraph is made. In this case, the term "Application" in the same CLAUSE shall be read as "request for change" and the term "applicant" shall be read as "Customer".

CLAUSE 16 (Change of Customer's Name, etc.)

If there is a change in the name, trade name, address, place of residence, or other matters designated by the Company, the Customer shall promptly notify the Company by attaching a document proving the fact of the change.

CLAUSE 17 (Succession of Contractual Status)

1. In the case where the Customer is an individual (hereinafter referred to as "former customer") and dies, the service contract related to the former customer shall come to an end. However, the successor (If there are more than two heirs, one of them will be designated as the representative to make a request to the Company, the same shall apply when there is any change. Besides, at that time, the Company may request the documents that prove said successor is the representative to be submitted) may continue to use this Service by making a request to the Company for the continuation of use of this Service before the day on which two weeks have elapsed from the date of inheritance. When said request has been made, the successor shall take over the status of the former customer under the relevant Service use agreement (Including the contractual obligations of the former customer).
2. The provisions of CLAUSE 11 (Rejection of Application) shall apply to the cases where the request set forth in the preceding paragraph is made. In this case, the term "Application" in the same CLAUSE shall be read as "request" and the term "applicant" shall be read as "the successor", the term "Service use agreement application" shall be read as "Request Form".

SECTION 4: CUSTOMER'S OBLIGATION

CLAUSE 18 (Customer's Obligation)

Customers shall comply with the obligations which are stipulated in these Terms and Conditions.

CLAUSE 19 (Prohibited Matters)

The Customer shall not carry out any matters which fall under any of each following item:

1. Use this Service in adverse manners such as in a manner that is illegal, unjust, or offensive to public order and morals.
2. Use this Service in a manner that may cause damages to the Company or the Company's service credibility.
3. Use this Service in a manner that may cause significant hindrance to those who use the Company's services, directly or indirectly.
4. Use this Service for the purpose of selling or licensing to a third party.
5. Other acts which fall under any of the following items:
    a. Acts of sending an email that may interfere with the process of sending and receiving emails.
    b. In addition to (a), acts that interfere or may interfere with the use or operation of Internet-related facilities of the Company or other companies, or the average usage range of other Customers.
    c. Acts of advertising, promoting or soliciting others without permission, or sending, describing, or reprinting texts, etc. that may disgust or disgust others.
    d. Acts of impersonating another person for the purpose of using various services.
    e. Acts that infringe or are likely to infringe upon the copyright, portrait rights, trademarks, patent

rights, or other rights of others.

f. Acts that infringe or are likely to infringe the property, privacy, etc. of others.
g. Acts that unjustly discriminate against, slander, or damage the honor or credibility of others.
h. Acts of transmission or display of images, video, audio, or text materials that adversely affect children and adolescents such as obscenity, or child abuse.
i. Acts of establishment of or invitation to join a pyramid scheme or multilevel marketing plan.
j. Acts that violate the Act on Specified Commercial Transactions (Act No. 57 of 1976) regarding Multi Level Marketing Transactions (multi level marketing)
k. Acts of falsification or deletion of information which can be accessed by Internet connection.
l. Acts of transmission or publication of a virus or other harmful computer program.
m. Criminal acts or acts that induce or incite them.
n. Acts that violate laws and customs in addition to (a) through (m).
o. Acts that violate public order and morals (prostitution, violence, cruelty, etc.) or that cause harm to others.
p. Other acts that interfere with the operation of the Company's services.
q. Acts that promote access to content that falls under the prohibited acts up to (p).

CLAUSE 20 (Breach of Customer's Obligations)

In the case where the Customer violates CLAUSE 18 (Customer's Obligation) or the previous CLAUSE (Prohibited Matters), the Company may make a claim to the Customer for compensation for damages incurred by the Company as a result. In addition, if there is any damage caused by the Customer to a third party in regard to the use of this Service, the Company may request the Customer for such compensation.

SECTION 5: QUALITY ASSURANCES, LIMITATION OF LIABILITY, ETC.

CLAUSE 21 (Quality Assurance or Limitation of Warranty of this Service)

All or part of the network may be unable to be connected, or the network during the connection may be disconnected upon using this Service when the network of mobile and Internet communication of Service Partners* in accordance with the provisions of Service Partners* The Company shall not be liable for any damage caused to the Customer or a third party in that case.
In addition to the matters prescribed in the preceding paragraph, this Service does not guarantee the availability, delay time, or other quality of network communication.

CLAUSE 22 (Exemption of the Company)

Except for the case that is explicitly prescribed in these Terms and Conditions, the Company shall not be liable for compensation, refund or exemption of charges arising from violation of the quality assurance stipulated in the provisions of the preceding CLAUSE (Quality Assurance or Limitation of Warranty of this Service). In addition, regardless of the reasons, if there are other damages caused to the Customer with regard to the use of this Service, the Company shall not be liable for compensation, refund or exemption of charges.

SECTION 6: RESTRICTION, DISCONTINUATION, SUSPENSION OF USE, AND SERVICE TERMINATION

CLAUSE 23 (Restriction of Use)

1. In accordance with provisions of CLAUSE 8 of Telecommunications Business Law, if a natural disaster, an accident, or any other emergency occurs or is likely to occur, the Company shall give priority to communications on particulars that are necessary for prevention of a disaster or relief efforts in relation to it, for securing transportation, communications, or electric power supply, or for maintaining the public order. In these cases, the Company may, if necessary, suspend or restrict the use of this Service.
2. The Company shall restrict of the service for viewing or acquiring the information relating to child pornography stipulated in the provisions of Act on Regulation and Punishment of Acts Relating to Child Prostitution and Child Pornography, and the Protection of Children (Act No. 52 of 1999)

CLAUSE 24 (Discontinuation of Use)

1. The Company may suspend this Service for the following reasons:
   a. Due to maintenance or construction for the Company's telecommunications equipment
   b. Due to unavoidable reason such as a failure of the telecommunications equipment set up by the Company
2. In the case where the Company discontinues this Service pursuant to a) of the preceding paragraph, it shall notify the Customer 14 days prior of the fact, reason, and period, and in the case of discontinuation pursuant to b) of the same paragraph, it shall notify the Customer beforehand of the fact, reason, and period. This, however, shall not apply in cases of emergency.

CLAUSE 25 (Suspension of Use, etc.)

1. In case where the Customer falls under any of the following items, this Service shall be suspended or restricted.
   a. If the Customer fails to pay the service fee or other obligations under the service contract.
   b. In the event when it has become clear that there is a statement contrary to the facts in the document prescribed by the Company for the applications of any contract related to this Service.
   c. In the event of any violation of CLAUSE 16 (Change of Customer's Name, etc.) or when it has become clear that the notified content pursuant to the provisions of CLAUSE 16 (Change of Customer's Name, etc.) is contrary to the facts.
   d. In the event of any violation of CLAUSE 18 (Customer's Obligation).
   e. In the event of any violation of CLAUSE 19 (Prohibited Matters).
   f. In the event of any violation of these Terms and Conditions.
   g. When the Company determines that the Customer is not appropriate for this Service.
   h. In the case where the Company needs to take necessary action specified pursuant to the provisions under the preceding paragraph, the Customer shall be notified of the reason and period in advance. This, however, shall not apply in cases of emergency.

CLAUSE 26 (Service Termination)

1. There may arise a case that all or part of this Service shall be terminated at the discretion of the Company.
2. Pursuant to the preceding paragraph, the Customer shall be informed one-month prior about the termination of this Service.
3. If the telecommunication services provided by Service Partners* are terminated due to cancellation of the contract or for other reasons, this Service shall be automatically terminated.

SECTION 7: CONTRACT CANCELLATION

CLAUSE 27 (Cancellation by the Company)

1. The Company may terminate the service contract based on the following reasons:
   a. In the event of suspension or restriction of this Service pursuant to the provisions of the first paragraph of CLAUSE 25 (Suspension of Use, etc.), if the Customer does not resolve the issue which constitutes reasons for the suspension or restriction within the period (two months from the date of suspension or restriction) specified by the Company. However, in those cases where the suspension or restriction is due to the reason set forth in the first paragraph of CLAUSE 25, the contract shall immediately terminate.
   b. In case where the Company finds there is a reason pursuant to the first paragraph of CLAUSE 25 (Suspension of Use, etc.) that may interfere with business operations of the Company.
2. In case where the service contract is terminated pursuant to the provisions of the preceding paragraph, the Company shall notify the Customer in advance.
3. Pursuant to the provisions of the first paragraph of CLAUSE 26 (Service Termination), in the case where all or part of this Service is terminated, the service contract related to the terminated Service shall end on the day of termination.

CLAUSE 28 (Cancellation by the Customer)

1. When the Customer requests to cancel the service contract, the cancellation date shall be the last day of the cancellation month. The Customer shall follow the procedures and submit the cancellation form that is prescribed by the Company in these Terms and Conditions or in the official Website. In this case, the Customer shall return the SIM card to the Company in accordance with paragraph 2 of this CLAUSE.
2. When the Customer cancels the usage contract, in case there is a loaned equipment, the equipment shall be returned to the Company.
3. In case of cancellation under this CLAUSE, the Customer shall bear all the usage fee and other obligations in the cancellation month.

CLAUSE 29 (Equipment Selection)

The loaned equipment shall be decided by the Company, depending on the number of subscription lines or in case there are any types that can be specified by the Customer.

CLAUSE 30 (Management of Equipment)

1. The Customer shall comply with the following with respect to the loaned equipment from the Company.
   a. Unless agreed otherwise with the prior consent by the Company, the Customer shall not disassemble, destroy, or reverse engineer the loaned equipment, or otherwise use the loaned equipment for anything other than its regular use.
   b. Unless agreed otherwise with the prior consent by the Company, the Customer shall not lend, transfer, or dispose of the loaned equipment.
   c. The Customer shall not use the loaned equipment outside of Japan.
   d. The Customer shall manage the loaned equipment with good care.
2. The Company shall treat any use of the loaned equipment by a third party as if the Customer, who is receiving the loaned equipment, had used the loaned equipment.
3. The Customer shall return the loaned equipment to the Company without delay if the service contract is terminated, for whatever reason, or if the Customer no longer uses the loaned equipment.
4. If the service contract with the Customer is terminated, for whatever reason, or if the Customer no longer uses the loaned equipment, the Company shall erase all information registered on the loaned equipment under such service contract in a method separately specified by the Company, and the Customer shall raise no objection to this.

CLAUSE 31: (MEASURES TAKEN IN CASE OF SYSTEM FAILURE, ETC.)

1. In the event of failure of the loaned equipment, the Customer shall notify the Company of the failure and return the loaned equipment to the Company in a timely manner in a method specified by the Company.
2. In the event of returning the loaned equipment as set forth in the preceding paragraph, the Company shall send a replacement of the loaned equipment.
3. If the Customer is responsible for failure of the loaned equipment, the Customer shall pay the Company the amount specified in the price list as the cost of restoring the loaned equipment (hereinafter referred to as the "Reissuance Fee").

CLAUSE 32 (Measures Taken on Lost Property)

1. If the Customer has lost the loaned equipment, the Customer shall notify the Company of the loss of the loaned equipment in a timely manner in a method prescribed by the Company, and the Company shall send a substitute loaned equipment upon receiving such notice.
2. The Company shall invoice the Customer for the cost of restoring the lost property stipulated in the price list, regardless of the reason (including the loaned equipment if such equipment is not returned in accordance with Paragraph 2 of CLAUSE 28 (Cancellation by the Customer), Paragraph 3 of CLAUSE 30 (Management of Equipment), and Paragraph 1 of the preceding CLAUSE (Measures Taken in case of System Failure, etc.)). The Customer shall pay the Company based on the invoice sent by the Company, to compensate for the loss of the equipment.
3. The Customer shall be responsible for disposal of the lost property in accordance with the law, and even if such property is returned or sent to the Company due to circumstances such as the discovery of lost property, the loss compensation fee will not be refunded.

CLAUSE 33 (Use of Software)

1. The Customer may use the software provided by the Company upon communicating with this Service.
2. The Customer shall comply with the license agreement of the software as stipulated separately by the Company, in the case of the use as stated in the preceding paragraph.

SECTION 8: FEES, ETC.

CLAUSE 34 (Customer Obligations)

1. The Customer shall pay the Company a fee for the use of this Service in accordance with the price list.
2. In this case, the obligation to pay the initial fee shall occur at the time the Company accepts Application for this Service, the obligation to pay the monthly usage fee shall occur on the billing commencement date, and the obligation to pay the one-time fee shall occur at the time the Company accepts the Application for modification of the contract.
3. Unless otherwise stipulated in the other provisions of these Terms and Conditions or in the separate provisions, regarding the fees that are continuously billed in relation to the use of this Service, if the billing commencement date is other than the first day of the calendar month, the calculation shall be made by applying the prorated formula prescribed by the Company.
4. In the event of suspension or limitation of this Service pursuant to the provisions of CLAUSE 23 (Restriction of Use), CLAUSE 24 (Discontinuation of Use), and CLAUSE 25 (Suspension of Use, etc.), the calculation of the amount of the service fee for this Service during the period of such suspension or limitation shall be made as if this Service had been provided.

CLAUSE 35 (Minimum Term of Use)

In the event of cancellation of the service contract within the minimum period of use, modification of the content of the contract, or any other event specified in these Terms and Conditions, the Customer shall pay the cancellation fee in accordance with the attached "Fees and Service regarding this Service".

CLAUSE 36 (Fee Payment Method)

The Customer shall pay the service fee by the date and method specified by the Company.

CLAUSE 37 (Surcharge)

Customers who unlawfully evade payment of the service fee shall pay the Company an amount equal to twice the amount of such evasion.

CLAUSE 38 (Late Fee)

If the Customer fails to pay the service fee or other obligations under the service contract, the Customer shall pay the late fee at a rate of 10% per month for the number of days stipulated by the Company from the day following the date on which the service fee is due to be paid, to the day before the date of the payment (the rate per annum shall be the rate per 365 days for the period including leap year days).

CLAUSE 39 (Surcharge Payment Method, etc.)

The provisions of CLAUSE 36 (Fee Payment Method) shall apply accordingly to the case of CLAUSE 37 (Surcharge) and the preceding CLAUSE (Late Fee).

CLAUSE 40 (Consumption Tax)

If the Customer owes the Company an obligation for this Service and consumption tax is imposed on such payment under the provisions of the Consumption Tax Law (Law No. 108 of 1988) and related laws and regulations, the Customer shall pay the Company an amount equivalent to consumption tax on the payment.

SECTION 9: CUSTOMER INFORMATION

CLAUSE 41 (Communications Confidentiality)

1. The Company shall handle the Customer's information regarding the confidentiality of communications in compliance with CLAUSE 4 of the Telecommunications Business Law (Law No. 86 of 1984).
2. Notwithstanding the preceding paragraph, the Company shall not disclose or share the Customer's personal information to any third party without the prior consent of the Customer, when it is a legitimate business act, such as when it is necessary to do so in order to outsource business based on CLAUSE 45 (Business Outsourcing), or when it is permitted based on the provisions of laws and regulations (including guidelines or instructions provided by the regulatory authorities with jurisdiction over the Company's business). This includes statistical processing of communication records and disclosure of knowledge obtained as a result of such processing in a manner that makes it impossible to identify individual communications, or any disclosure to any third party upon the Customer's prior consent.

CLAUSE 42 (Trade Secrets, etc.)

The Customer shall not disclose to any third party any technical information obtained by the Customer in connection with the use of this Service, the content of this Service, or any other information that the Company designates as confidential and discloses to the Customer, with the exception of the Company's prior consent.

CLAUSE 43 (Personal Information Handling)

1. The Company handles personal information obtained in connection with the provision of this Service within the scope of following purposes of use.
   a. To conduct business in connection with the provision of this Service (including contacting or notifying the Customer as deemed necessary for business purposes).
   b. To conduct questionnaires and analysis to maintain and improve the level of this Service.
   c. To send information about the Company's services (including information about the Company's other and new services), such as by email.
   d. For other uses within the scope of the consent obtained from the Customer.
2. The Company may obtain credit card information for matters related to payment. The information will be provided to various settlement agents, including credit card companies used by the Customer at the time of card payment, and will be deleted after the Company retains the information as a copy for a period of time determined by the Company.
3. The Company may provide personal information about the Customer (including applicant for this Service) in the contract designated by the Company (hereinafter referred to as the "Target Contract") for the purpose of screening the Customer and continuation of the contract or investigating the Customer's ability to pay for the contract to be covered by personal credit information agencies (hereinafter referred to as "Joint Personal Credit Agencies") with which the Company is affiliated. The Company may provide the Customer's information registered with the Company to companies affiliated with credit services, etc. (hereinafter referred to as the "Information Agencies", Joint Personal Credit Agencies and Information Agencies are collectively referred to as "Joint Personal Credit Agencies and others").
4. The Company shall disclose the Customer's name and phone number in writing to the sale distributors or the agent (hereinafter referred to as "Distributors, etc.") in connection with the execution of the service contract for purposes such as payment of commission fees to the Distributors, etc., business alliance between the Company and the Distributors, etc., and contact from the Distributors, etc. to the Customer.
5. When the Company outsources to a third party all or part of the handling of personal information relating to its operations regarding the provision of this Service, the Company may, under its supervision, provide personal information retained by the Company to such third party.
6. The Customer's submission of personal information is voluntary. However, if the Customer refuses to submit the information that is necessary for the provision of the service contract, the service contract cannot be provided.
7. If a request for the notification of the purpose of use of retained personal data or the disclosure, correction, addition or deletion, cease of use, or cease of third-party provision of retained personal data is made by the Customer, the Company will respond in an appropriate manner. For the details of the

procedures, please refer to "Disclosure of Personal Information".

8. The Company shall strive to manage personal information of the Customer in an appropriate way under the instructions from the Personal Information Protection Office Manager (Head of Finance and General Affairs Department 03-5650-5430).

SECTION 10 : MISCELLANEOUS PROVISIONS

CLAUSE 44 (Expression of Intention by Electromagnetic Methods)

Delivery of documents, notifications, submissions, etc. between the Company and the Customer may be performed by electromagnetic means within the scope specified by the Company.

CLAUSE 45 (Business Outsourcing)

The Company can outsource all or part of its operations relating to the provision of this Service to the third parties specified by the Company.

CLAUSE 46 (Services Required for Use of this Service)

Ancillary services, equipment such as electricity supply, etc. needed for use of this Service shall be the Customer's responsibility, except as explicitly provided in these Terms and Conditions.

CLAUSE 47 (Technical Matters)

The basic technical matters related to this Service shall be separately determined by the Company.

CLAUSE 48 (Report)

The Company shall be able to request the Customer to report on the usage status of this Service to a reasonable extent as necessary. In this case, the Customer shall promptly make the report.

CLAUSE 49 (Sending Location Information)

When there is a request for location information (information related to the location of the mobile wireless device connected to the Customer's line; hereinafter the same in this CLAUSE) in a method separately provided by a mobile phone operator via a telecommunications equipment of the Company that is connected to the Customer's line, the Customer shall accept in advance to send the location information to the connection point only if the Customer has configured to send the location information to the Company beforehand. Such connection point means the connection point set up by a mobile phone operator or partner operator with the Company for wireless data communication.
The Company shall not take responsibility for any damage resulting from the sent location information pursuant to the provision of the preceding paragraph for whatever reason.

CLAUSE 50 (Collecting Information)

The Company shall collect and use the necessary information to provide technical support, etc. to the Customer with respect to this Service. The Customer shall hereto acknowledge that the Company may not be able to provide sufficient technical support, etc. if necessary information is not provided from the Customer.

CLAUSE 51 (Representations and Warranties against Anti-Social Forces)

Upon and after the conclusion of the contract for use of service, the Customer represents and warrants that himself/herself is not a member of or controlled or influenced by an organized crime group, a company affiliated with an organized crime group, or any other person or group engaged or involved in organized crimes (hereinafter collectively referred to as the "Anti-Social Forces").
In cases where the Customer is reasonably recognized to fall under any of the following items, the Company can terminate the contract for use of service without advance notification.
Being a member of the Anti-Social Forces;
The Anti-Social Forces is substantially involved in the business operation;
Using the Anti-Social Forces;
Being involved in or supports Anti-Social Forces by providing funds or extending facilities;
Having a socially condemnable relationship with the Anti-Social Forces;

Using fraud, violence, or threatening language against the parties concerned, either by themselves or by using a third party.
The Customer who falls under any of the items of the preceding paragraph shall bear the responsibility for compensation of damages resulting from said cancellation by the Company and shall not be able to claim from the Company compensation for damages caused to him/herself.

CLAUSE 52 (Provision of Information to Other Telecommunication Carriers)

The Customer agrees that in the case where the Customer fails in making payment, fulfilling other obligations, or does not respond to the customer confirmation prescribed in the preceding CLAUSE, the Company shall, pursuant to the request from the Telecommunications Carriers other than the Company, provide information (limited to that necessary to identify the Customer and payment status, which is separately determined by the Company) such as name, address, Customer's identification number, and date of birth to the relevant Carrier.

CLAUSE 53 (Change of Technical Specification, etc. of this Service, etc.)

The Company shall not bear the remodeling or removing cost even when it is necessary to remodel or remove the SIM card being used by the Customer due to changes in technical specifications and other provision conditions relating to this Service or renewal of telecommunications equipment.

CLAUSE 54 (Separability)

Even if it is found that a part of these Terms and Conditions is invalid and unenforceable, the rest of these Terms and Conditions shall remain valid and may continue to be enforceable in accordance with the terms.

CLAUSE 55 (Conference)

Any doubt that arises regarding this Service or these Terms and Conditions shall be settled in good faith through a conference between the Company and the Customer.

CLAUSE 56 (Others)

The Company's rights arising out of these Terms and Conditions shall not be waived unless the Company explicitly notifies the Customer that the Company waives the rights.

GENERAL RULES

CLAUSE 1 (Calculation Method of Usage Fee, etc.)

1. The usage fee is calculated based on the amount specified in the price list.
2. Among the usage fees paid by the Customer based on the service contract, the basic usage fee, packet communication fee, Universal Service Fee, etc. shall be calculated based on the monthly charge. (For the communication fee of the month that does not include the start day and the end day of the communication, the charge month shall be the month that includes the start day of the communication). However, when necessary, the Company shall calculate them at any time according to the period separately determined by the Company, regardless of the monthly charge.
3. The Company may change the starting date of the charge month set forth in the preceding paragraph if doing so is unavoidable to carry out the business.

CLAUSE 2 (Handling of Discounts)

Depending on the type and timing of the usage contract, the Customer may be able to receive a discount based on the charge amount specified in Table 1 of the price list and the contents and conditions specified by the Company.

CLAUSE 3 (Proration of Usage Fee)

For the month to which the billing start date belongs, the Company will calculate the usage fee on a prorated basis according to the number of days of usage of the fee specified by the monthly amount.

CLAUSE 4 (Rounding)

The Customer shall, in the calculation of the usage fee and others, round down the fraction if the calculation result contains a fraction of less than 1 yen, unless otherwise specified in the price list.

CLAUSE 5 (Payment of Usage Fee)

1. The Customer shall pay the usage fee and the amount equivalent to the consumption tax by the payment method specified by the Company. The payment method specified by the Company is described on the Company's website (https://nitvtelecom.com).
2. In case of credit card payment, the usage fee shall be deducted from the account specified by the Customer on the withdrawal date specified in the Billing Invoice and credit card terms.
3. In case the payment method is auto debit from a bank account (Bankauto), the usage fee will be deducted from the financial institution account designated by the Customer on the 27th of the month following the month of using this Service (or the next business day if the 27th falls on a holiday of the financial institution).
4. Notwithstanding the provisions of the preceding paragraph, the Company may change the payment date of all or part of the usage fee.

CLAUSE 6 (Signed Agreement and KYC Documents)

1. Customers shall strictly sign agreements and provide necessary KYC details. KYC documents include.
    a. Residence Card Copy or Driving License Copy (Both are Based on Japan Government Registered)
    b. Passport Copy (Foreign National)
    c. Bank Passbook or ATM Card Copy (Front and Back)
    d. Customer Selfie Photo holding Residence Card in one Hand to make sure of original check
    e. Bankauto (auto debit from a bank account) payment registration online form confirmation number with proper verification within 1 week of the date of SIM issued.
2. Service Agreement includes important subscription and payment terms and conditions. Customers should read thoroughly before signing an agreement.

(End of document)

Appendix A

Regarding the service charges and contents

i-Sim for Voice & Data

5G/LTE Docomo Network, Cheap Voice Plan & MNP transfer to iSim)

Data Volume	1GB	3GB	5GB	10GB	15GB	20GB	25GB	30GB	50GB
Voice Plan	i-Voice Cheaper Calls (10 yen per 30 Seconds) Add-on plans: Free 5min Calls, Free 10min Calls, Free Unlimited Calls								
Monthly (Regular)	¥1,460 (1,606 yen tax included)	¥1,760 (1,936 yen tax included)	¥2,060 (2,266 yen tax included)	¥2,860 (3,146 yen tax included)	¥2,960 (3,256 yen tax included)	¥3,360 (3,696 yen tax included)	¥4,160 (4,576 yen tax included)	¥5,060 (5,566 yen tax included)	¥7,060 (7,766 yen tax included)
Monthly (5min Free Calls add-on)	¥1,960 (2,156 yen tax included)	¥2,260 (2,486 yen tax included)	¥2,560 (2,816 yen tax included)	¥3,360 (3,696 yen tax included)	¥3,460 (3,806 yen tax included)	¥3,860 (4,246 yen tax included)	¥4,660 (5,126 yen tax included)	¥5,560 (6,116 yen tax included)	¥7,560 (8,316 yen tax included)
Additional Data	a. ¥**550** per GB Data same Month use b. ¥**770** per GB Data Use for 3 Months.								
Free Calls add-on	a. ¥**550** for FREE 5 Minute Calls [10 yen Per 30 secs after 5mins (tax included 11 yen)]※2 b. ¥**1,540** for FREE Unlimited Calls ※3								
Add SIM (Family Share)	¥**880** per Add-on SIM for Family on Data share.								

SB Biz-Sim & Y-Sim for Voice & Data

(MNP transfer not supported)

	Y-SIM/Softbank					*BIZ-SIM/Softbank*		
Data Volume	3GB	6GB	9GB	14GB	21GB	5GB	20GB	50GB
Voice Plan	10min free calls	10min free calls	10min free calls	10min free calls	10min free calls	Unlimited calls	Unlimited calls	Unlimited calls
Monthly (Regular)	¥2,780 (tax included ¥3,058)	¥2,980 (tax included ¥3,278)	¥3,480 (tax included ¥3,828)	¥4,280 (tax included ¥4,708)	¥5,080 (tax included ¥5,588)	¥3,900 (tax included ¥4,290)	¥4,590 (tax included ¥5,050)	¥5,600 (tax included ¥6,160)
Additional Data	a. **1100 yen** per GB Data same Month use							
Free Calls add-on	a. 1,210 yen for UNLIMITED Calls *[Applicable on domestic calls other then Navi dial/ paid access]*					*Unlimited Domestic Calls Included*		

Pocket WIFI/ High Capacity Data with Rental Device

(High Capacity Data)

	100GB monthly	*150GB monthly*
Data Volume	3GB/Day	5GB/Day
Voice Plan	N/A	N/A
Monthly (Regular)	¥4,000 (tax included ¥4,400)	¥4,400 (tax included ¥4,840)
Deposit	a. **10,000 yen** per device (Rental deposit)	
Caution	a. Device free rental (If lost or damaged or not return shall charge ¥10,000)	

NTT Hikari/ FTTH

(Unlimited Home Wifi)

	FLET's Mansion		FLET's Family	
Plan type	**FLET'S Mansion Basic type**	**FLET'S Mansion Giga Line type**	**FLET'S Family Basic type**	**FLET'S Family Giga Line type**
Monthly (Regular)	**¥3,750** (tax included ¥4,125)	**¥4,050** (tax included ¥4,455)	**¥5,400** (tax included ¥5,940)	**¥5,600** (tax included ¥6,160)
Hikari Phone	a. **550 yen** per month (basic) b. **1,650 yen** per month (s-plan)			
NTT WIFI-Module	a. **330 yen** per month			
Installation/ Khoji	a. **990 yen** per month (If Installation/Khoji is required then add-on ¥900/month for 24 months).			

One-time Cost -Registration, plan change, cancellation, add-ons, etc

Item name		
Registration (SIM/Add-on SIM registration fee applicable per SIM or Plan)		**¥3,500** (tax included ¥3,850)
Refundable Deposit (*Applicable Case by case. It's a refundable after contract period termination & rental devices are returned)		**¥10,000**
Minimum Contract Terms (Starting month counted as 0)	*For Y-Sim & SB BIZ-Sim (Plans)*	**2 years** (24 months)
	i-Sim (Plans)	**1 year** (12 months)
	Pocket Wifi/ Rental device (Plans)	**1 year** (12 months)
Cancellation cost (One-time cost applicable if canceled before the minimum contract terms. Cancellation request shall be submitted before 15th of the month i.e Cancel from August shall be requested before 15th of July)	*Canceled after the minimum terms*	**¥0**
	Canceled after half the minimum terms	**¥7,000** (tax included ¥7,700)
	Canceled before half the minimum terms	**¥10,000** (tax included ¥11,000)
MNP transfer from iSim (One-time cost per iSim/ Plan and applicable only for iSim that has completed half the minimum contract terms)	*MNP after minimum contract terms*	**¥3,500** (tax included ¥3,850)
	MNP before minimum contract terms	**¥7,000** (tax included ¥7,700)
PLAN change (One-time cost if SIM plan upgrade/downgrade * possible within plan type)		**¥500** (tax included ¥550)
VAS plan change (One-time cost if SIM VAS plan/add-on plan update)		**¥300** (tax included ¥330)

About MNP

Mobile Number Portability/MNP to transfer to NITV SIM is available for i-SIM Plans. Customers' information from the previous carrier must be the same as the customer information which is registered at NITV TELECOM and ID

documents. In case of MNP transfer from i-SIM to another operator, Customer must comply with service contract terms, pay all outstanding dues and service fee.

About deposit

There will be cases in which deposit is required after the application. In the case where the deposit is required, the Company will inform the applicant about the required Deposit amount. Deposit Amount is refundable after Customer terminates the service contract paying all outstanding dues after completing minimum service term contract.

Copyright (C) 2022 ニューアイテイーヴェンチャー株式会社 *All Rights Reserved.*