

Brastel Prepaid SIM Terms of Service

ENGLISH version

BRASEL CO., LTD. (hereinafter referred to as the “Company”) hereby provides the Terms of Service (hereinafter referred to as “TOS”) relating to Brastel Prepaid SIM (hereinafter referred to as the “Service”) as follows and the Company will provide the Service in accordance with the TOS:

Article 1. Definition

In this TOS, the following terms have the following meanings:

- (1) “SIM Card” means the IC Card in which contractors’ information is stored and which shall be lent thereto based on the TOS. The SIM Card shall include the two kinds of SIM Cards one of which is the microSIM Card and the other is the nanoSIM Card.
- (2) “Service” means the Company’s wireless data communication services accompanied by prepaid domestic voice communication services.
- (3) “Mobile Operator” means the mobile operator providing of wireless data communication and domestic voice communication services. The current Mobile Operator is SoftBank Corp.
- (4) “Wireless Data Communication” means the wireless data communication provided by the Mobile Operator through which such operator transmits codes by packet exchange methods.
- (5) “Domestic Voice Communication Service” means the communication service provided by the Mobile Operator through the circuit switching system.
- (6) The “Contractor’s Circuit” means the telecommunication circuit used by the Contractor based on the Contract relating to the Service.
- (7) “Terminal devices” means the kind of terminal devices provided for in the Regulations relating to Technical Standards Conformity Approval of Terminal Devices (Ordinance No. 15 of the Ministry of Internal Affairs and Communications in 2004)
- (8) “Own Terminal Device” means the terminal device prepared by the Contractor itself for the purpose of use of the SIM Card.
- (9) “Agreed Mobile Operator” means the telecommunications operator with which the Company has executed the Interconnection Agreement and others.

Article 2. The Start Day of Providing Service, the Term of Validity etc.

Providing the Service shall start on the day (hereinafter referred to as “Start Day”) when Contractor buy the SIM Card. The term of validity is written on the SIM Card package. The charge of the purchased SIM Card shall not be refunded for whatever reason.

Article 3. TOS

1. Contractors shall use the Service in accordance with the TOS and other regulations relating thereto.
2. The Company may change the provisions of the TOS. In such case, the Service requirements for use shall be based on such changed TOS.

3. The Terms are written in Japanese. In the case there are differences between translated versions of the Terms and the Japanese version, the Japanese version shall be given priority.

Article 4. Application for the Service,

The Service User Candidate shall apply for the Service by the way Company designates with consent to the TOS.

Article 5. Use of Service

1. Excluding the case expressly designated in the TOS the Contractor shall have all responsibilities relating to the information issued through the Service and the use thereof and shall not perform any act that could inflict any damage to any other contractor, third party, or the Company.
2. In the event the Contractor inflicts any damage to other contractor, any third party, or the Company, or in the event of any dispute between the Contractor and any other contractor or any third party relating to the use of the Service, such Contractor shall compensate for such damages to the other party or settle such dispute at its burden of costs and responsibilities and shall not inflict any damage to the Company.

Article 6. Communication Area

1. The Communication Area of the Service shall be same as the communication area of the Mobile Operator. The Service may be used as far as the terminal devices exists within the said Communication Area; provided, however, even within the Communication Area, Communication may be unable to be performed in the place where radio waves cannot be easily transmitted, such as inside the building, underground car park, in the shadow of the building, in the tunnel, or in mountainous regions.
2. In the event of the preceding paragraph, the Contractor may not request any compensation for damages due to the cause of unable situations of use of the Service excluding the case of willful misconduct or gross negligence by the Company.

Article 7. Restriction of Communication

1. The Company may temporarily restrict the Communication in the event of unavoidable events to the Company Own due to the cause of technical, maintenance, or any other situations, or in the event of a situation of the Restriction of Communication based on the provisions of the Terms of Contract of Telecommunication Service provided by the Mobile Operator or based on the provisions of Terms of the Contract executed between the Company and Mobile Operator or Agreed Mobile Operator.
2. In the event of the preceding paragraph, the Contractor may not request to the Company the compensation for any damage due to the cause of the restriction of Communication unless the Company performs any willful misconduct or gross negligence.

Article 8. Restriction of Communication Time etc.

1. In addition to the provisions of the preceding article, in the event the Communication causes severe congestion, the Company may restrict the Communication Time and the Communication itself in the specific region.
2. In the event of the preceding paragraph and in the event of a state of emergency, such as natural disaster or any other incident, or if such event may occur, in order to handle the communication-contents necessary for assurance of prevention of disasters or supply of relief, transportation, communication or electricity, or the communication-contents necessary for emergent pro bono, such as maintaining law and order as a priority, the Company may take measures to suspend the use of the Communication (including the measures to suspend the Communication to the Contractors' circuit in specific region) excluding the organization using the Mobile Radio Device (limited to the devices specified through mutual consultation between the Company or Mobile Operator or Agreed Mobile Operator and the said Organizations) designated by the Internal Affairs and Communications Minister based on the provisions of the Enforcement Regulations of Law of Electric Communication Own.
3. The Company may restrict or cut off the Communication in the event the Communication Time exceeds the time designated by the Company within a certain period or the Communication Capacity exceeds the capacity designated by the Company within the same.
4. For the purpose of fairness among Contractors and smooth provisions of the Service, the Company may restrict the communication-velocity and -capacity of the Communication protocol, which occupies the Communication Zone continuously and in large quantity, such as moving picture reproduction, file translation (P2P), or applications.
5. In the event of the restriction of Communication Time based on this Article, the Contractor may not request any compensation for damages to the Company due to the cause of the restriction of Communication Time etc.
6. The Company may perform the collection of information relating to the Communication, and analysis and accumulation thereof for the purpose of the restriction of the Communication Time based on the provisions hereof.

Article 9. Measurement of Communication Quantity

The Measurement of Communication Quantity relating to the Service shall be as follows:

- (1) The Communication quantity shall be the quantity measured for the term from the time when the Communication becomes transmissible by connecting the Contract Circuit between the sender and recipient to the time when sender receives the ending signal of the Communication from the recipient and makes such Communication disable (in the event the Communication is manually-connected communication by which the recipient is designated, calculation starting time shall be the time when sender makes the transmissible situation with the designated

recipient), and such quantity shall be measured with the equipment of the Company (including the equipment of the Agreed Operator).

- (2) Notwithstanding the provisions of the preceding paragraph, in the event the Communication is temporarily restricted due to the cause not attributable to the sender or the recipient, such as the failure of the Contract Circuit (in the event the Communication is temporarily restricted based on Article 8 Restriction of Communication, restricted time shall be the time when such restriction is notified), the Communication quantity shall be the quantity based on the regulations separately provided by the Agreed Mobile Operator.

Article 10. Communication Velocity

1. The Contractor shall consent that the Communication velocity provided by the Company in the Service is not the actual velocity of the Communication and such velocity changes and declines in accordance with connecting situation, the SIM Card used by the Contractor, information and Communication equipment, network environment and other causes,
2. The Company shall not warrant any compensation of the Service relating to the Communication velocity.
3. The Contractor shall consent in advance that the message, data, and information transmitted and received by using the Service may be damaged or died out due to the cause of radio wave situations etc.

Article 11. International Telephone Service and SMS Service

The Company shall not provide the international telephone service, domestic and international SMS service within the Service.

Article 12. Prohibition of Acts by Contractor

The Contractor must not perform the following acts during the use of the Service

- (1) Any act violating any third party's intellectual property rights and any other rights. And any act violating any third party's assets, privacy and the right of likeness
- (2) Any act slandering any third party or damaging any third party's honor or credit
- (3) Any criminal act, such as fraud, interference of any third party's Own or any act inducing or instigating thereof
- (4) Any act of transmitting or receiving moving pictures or documents of acts of obscenity, child pornography and abuse, or act publishing thereof
- (5) Any act highly related to or possibly relating to drug-related crime or regulated drug abuse, or any act advertising unauthorized medicine or advertising of lending money without registration of money lending Own
- (6) Any act establishing the pyramid scheme (*Nezumi-ko*) or soliciting thereof
- (7) Any act of tampering or erasing any information that can be used through the Service, such as any third party's website.

- (8) Any act jointly owning its own ID-related information with any third party or making any third party jointly own the same.
- (9) Any act of identity theft and using the Service therewith (including use of other user's ID-related information illegally, and tampering part of the mail header for the purpose of covering thereof)
- (10) Any act of sending harmful computer programs, such as computer viruses or leaving and making its own personal computer with such virus transmissible
- (11) Any act writing advertisement into the bulletin board (including web news, mailing lists, chat, and any other media) managed by any third party in manners of contents or mode against the said manager's intention
- (12) Any act sending mails for the purpose of advertisement or solicitation without the consent of recipient
- (13) Any act of sending mails to a recipient that raises or threatens to raise recipient's disgust without the consent of recipient (harassing mail).
- (14) Any act making any third party perform any illegal gambling or soliciting any third party involving therein
- (15) Any act contracting, mediating or inducing (including engaging any third party in) illegal act (assignment of hand guns etc., illegal manufacture of any explosives, providing of child pornography, forgery of official documents, murder, threat etc.)
- (16) Any act sending mails to unspecified large number of people atrocious information such as moving pictures of murder scenes, information such as moving pictures of killing and abusing animals, or any other information that cause extremely disgusting feelings in people from the viewpoint of a socially approved pattern
- (17) Any act inducing or soliciting any third party to kill him/herself or introducing suicide methods that are dangerous or possibly dangerous to any third party.
 - (18) Any act promoting to make unspecified people publish the information relating or possibly relating to crime or illegal act or any other information unreasonably slandering or insulting any third party or violating such party's privacy
- (19) Any act of accessing to any third party's facilities, equipment, or machinery without any authorized right
- (20) Any act using the Service in a mode giving excessive load to the server managed by any third party or hindering such management
- (21) In spite of knowing the act that falls under any one of the items mentioned above, any act setting up a link in a mode promoting the said act
- (22) Any act of hindering transmission and switch of the Communication by intentionally leaving the using circuit in holding situations and otherwise
- (23) Any act raising or possibly raising communication congestion, such as raising many incomplete calls willfully or otherwise

- (24) Any act of performing commercial advertisement or soliciting unspecified large number of third parties by using automatic telephone dialing system or synthesized or recorded speech without obtaining the consent of such third parties
- (25) Any act performing the voice communication making any third party feels disgusting by using automatic telephone dialing system or synthesized or recorded speech
- (26) Any act changing or erasing the information of phone number and any other information registered in the SIM Card
- (27) In the event of connecting the terminal devices by which the holder thereof can obtain the positioning information of the holder and in the event of making any third party hold such devices, any act violating or possibly violating the privacy of the holder
- (28) Any act determined by the Company that violating the public orders and morals or extremely infringing the right of any third party
- (29) Any act that the Company has determined possibly falls under any one of the items mentioned above

Article 13. SIM Card

1. The SIM Card shall be necessary for the use of the Service. The proprietary right of the SIM Card belongs to the Mobile Operator and such proprietary right shall not be transferred to the Contractor by such Operator.
2. As the SIM Card shall have plural types of card corresponding to the size, in the event the Contractor purchases the SIM Card, such Contractor is needed to select the type of the SIM Card corresponding to the Own Terminal Devices at such contractor's burden of responsibility.
3. The Contractor shall manage the SIM Card with due care as a good faith manager.
4. The Contractor must not make any third party other than the Contractors use, or lend, transfer, sell or purchase the SIM Card to such third Party.
5. The damage of the SIM Card due to the cause of without due care, malpractice in the use thereof by the Contractor or any third party shall be borne by the Contractor, and the Company shall not have any and all responsibility relating to the SIM Card. The charges of the SIM Card occurred due to the cause of use thereof by any third party shall be borne by the Contractor as person in charge of responsibility.
6. In the event the Contractor finds the fact that the SIM Card is used by any third party, the Contractor shall promptly notify the Company thereof and shall follow the instructions by the Company, if any.
7. The Company shall be obliged to repair or exchange the malfunctioned SIM Card (the SIM Card is unable to be exchanged with different type of SIM Card, the same shall apply hereafter) to the extent the SIM Card is malfunctioned due to the cause not attributable to the Contractor.
8. The Contractor must not read out, change, or erase the Information registered in the SIM Card, such as contractors' identification numbers.

9. The Contractor must not inflict the SIM Card any change or injury that hinders Own of the Company, Mobile Operator and any other third party. In the event the SIM Card becomes malfunctioned due to the cause attributable to the Contractor, the costs and expenses of repair and exchanges shall be borne by the Contractor; provided, however, in this case, the Contractor shall pay the damages for the SIM card designated by the Company, in addition to the costs and expenses for repair and exchanges, to the Company.
10. The Contractor shall accept in advance that the SIM Card cannot be returned or exchanged except for the case set forth in the preceding paragraph.
11. In the event of the termination of the Service, the Contractor shall immediately return the SIM Card in a manner designated by the Company upon the request by the Company.

Article 14. Own Terminal Devices

1. With respect to the equipment necessary for the use of the Service, such equipment shall be prepared and maintained at the burden of costs and responsibility of the Contractor.
2. In the event the equipment necessary for the use of the Service is not met the technical standards for the use of the Service, the Contractor shall be unable to use the Service through the Own Terminal Devices; provided, however, just foreign visitors to Japan with 90-days stay may use the Service as long as their Own Terminal Devices are met the technical standards by having FCC, CE or Wi-Fi Alliance certified mark on the equipment.
3. In the event of the preceding paragraph, with respect to the damage incurred by the Contractor or any third party, the Company shall not be responsible for any and all such damages.

Article 15. Interruption of Service

1. In an event that falls under any one of the following items, the Company may interrupt the Service.
 - (1) Unavoidable situations occur on the viewpoint of the maintenance or construction of telecommunication equipment of the Company or Mobile Operator;
 - (2) Restriction of communication based on Article 7 (Restriction of Use of Communication) or Article8 (Restriction of Communication of Time); and
 - (3) Restriction of use of communication based on the Terms of Mobile Operator.
2. With respect to the interruption of the use of the Service based on this Article, the Company shall not compensate for damages thereof or shall not return all or part of charges of the Service relating thereto.

Article 16. Termination of Use

1. The Company may terminate the Service for the period designated by the same in the event the Contractor falls under any one of the following items, in addition to the case provided as specifications of the Service:

- (1) With respect to the subscription of the Service, in the event it is revealed that the contents of the subscription are against the fact.
 - (2) Even though there is any change in the information registered by the Contractor to the Company, in the event the Contractor fails to register the contents relating to such change or it is revealed that the contents registered is against the fact.
 - (3) In the event the Contractor fails to correspond to the confirmation of the Contractor based on Article 32 (Confirmation of Contractor).
 - (4) In the event the Contractor performs the acts of prohibition based on Article 12(Prohibition of Acts by Contractor).
 - (5) In the event the Contractor uses the SIM Card through Own Terminal Devices that does not meet the technical standards by breaching the provisions of Article 14 (Own Terminal Devices).
 - (6) In the event any act that hinders or possibly hinders the Own of the Company or Telecommunication Equipment relating to the Service.
 - (7) In the event the Service is used in a mode which hinders other contractors' use of the Service greatly.
 - (8) In the event the Service is used in an illegal mode.
 - (9) In the event the Contractor is dead or liquidated
 - (10) Any act that violates the provisions of the TOS is performed in addition to the acts mentioned in Items above.
2. With respect to the termination of the Use of the Service based on this Article, the Company shall not compensate for damages thereof or shall not return all or part of charges of the Service relating thereto.

Article 17. Cancellation of Contract for Use

1. In the event the Contractor who is terminated the Service based on the provisions of paragraph 1 of the preceding article remains as it is without cancelling the Contract, the Company may cancel the Contract for use.
2. In the event the Contractor falls under any one of the provisions of Items of Paragraph 1 of Preceding Article, and such fact is regarded as extreme hindrance to the performance of Own of the Company, notwithstanding the provisions of the preceding paragraph, the Company may cancel the Contract for Use without terminating the Service.

Article 18. Benefit of Time

In the event the Service is terminated or the Contract for use thereof is cancelled based on the provisions of the preceding two Articles, the Contractor who falls under the foregoing, shall be forfeited the benefit of time and shall pay the total amount of debts accrued to the Company relating to the Service by the date of termination of the Service or the cancellation of the Contract for use thereof in a lump in a manner directed by the Company.

Article 19. Cancellation

1. The Contractor shall accept the requirement in advance that the Contract for Use of the Service cannot be cancelled during the term of the Service.
2. With respect to the repair or the exchange of the SIM Card, in the event the Contractor does not receive the SIM Card having corresponded to such repair or exchange, the Service shall be cancelled at the date designated separately by the Company.

Article 20. Charges

1. The charges of the Service provided by the Company shall be provided in accordance with the Table for charges prescribed separately by the Company, and the Contractor shall be obliged to pay these charges.
2. In the event the Contractor does not return the SIM Card to the Company due to the causes of the loss or breakage of such Card lent by the Company, the amount of damages shall be provided in accordance with the Table for charges prescribed separately by the Company, and the Contractor shall be obliged to pay such damages of the SIM Card.

Article 21. Calculation of Charges etc.

The method of the calculation and the payment shall be prescribed separately by the Company.

Article 22. Extra Charges

In the event the Contractor illegally escapes the payment of the charges, such Contractor shall pay two-times amount of the amount escaped to be paid (without adding the amount equivalent to the amount of consumption taxes) plus the amount equivalent to the amount of consumption taxes (in the event of charges without adding the amount equivalent to the amount of consumption taxes in accordance with the provision of the Table, the two-times amount of the amount escaped to be paid shall apply) as damages in addition to the amount escaped to be paid, in accordance with the request by the Company.

Article 23. Change of Charges etc.

The Company may change the amount of charges and the method of payment thereof by notifying the Contractor in advance by the way which the Company deems appropriate.

Article 24. Restriction of Compensation Scope by Company

In the event the Company inflicts any damage to the Contractor due to the cause attributable to the Company, the Company shall be responsible for the direct and ordinary damage incurred by the Contractors to the extent of the amount of charges for the use of the Service and shall not be responsible for the specific damage, such as lost profits, whether such specific damage can be predicted or not.

Article 25. Indemnification

1. With respect to the repair and restoration of Telecommunication Equipment, contents of message, data, and information memorized in such Telecommunication Equipment may be changed or erased. In the event the Company inflicts any damage to such Equipment, the Company shall not be liable to compensate for damages except for the case such damage occurs due to the cause of our Company's willful misconduct or gross negligence.
2. In the event the remodeling or change of the Own Terminal Devices (hereinafter referred to as the "Remodeling etc.") become necessary due to the reason of the change of the TOS, the Company shall not share the costs and expenses of remodeling.

Article 26. Contractor's Responsibility for Maintenance

1. The Contractor shall maintain the Own Terminal Devices to meet the technical standards designated by the Company and other technical terms designated by thereby.
2. In addition to the provisions of the preceding paragraph, the Contractor shall maintain its Own Terminal Devices (limiting to the Mobile Radio Device) to meet the Radio Equipment Regulations.

Article 27. Repair or Restoration

The Company shall promptly repair or restore the Telecommunication Equipment installed by the Company in the event such Equipment goes wrong or is died out; provided, the Company shall not warrant that such repair or restoration will be completed within 24 hours.

Article 28. Limit of Warranty

1. With respect to the use of Communication, the Company may not warrant the quality of the Communication relating to the Telecommunication Equipment connected through the Internet connecting points excluding the Company's Telecommunication Equipment.
2. The Company cannot warrant, with the current general technical levels, that the Service has no defect due to the high complexity of the technical levels relating to the Internet and the Computer and the technical levels relating to the infrastructure of the communication circuit and the Network itself.

Article 29. Support

1. The Company shall provide to the Contractor the technical supports the contents of which is designated by the Company relating to the use of Service.
2. The Company shall not be obliged to provide any technical services to the Contractor including, not limited to, maintenance, debugs, updaters, or upgrade, but excluding the provisions set forth in the preceding paragraph.

Article 30. Export of Positioning Information

1. In the event the Mobile Operator requests the positioning information (Information relating to the place of mobile radio equipment connected to the Contractor's circuit, the same shall apply hereafter) during the communication between the connecting point, which is set up by the Mobile Operator for the Company relating to the wireless data communication, and the Contractor from the Telecommunication Equipment relating to the Company in the way provided separately by the Mobile Operator, the Contractor shall consent in advance that the Company is able to send the positioning information to the connecting point as far as the Contractor establishes the setting relating to the Export of Positioning Information to the Company.
2. In addition to the provisions set forth in the preceding paragraph, in the event the Contractors' identification numbers are notified through the emergency call, the Contractor shall consent in advance that the Mobile Operator may send the Positioning Information (including the information measured by the Mobile Radio Equipment based on the Company's request relating to the positioning, the same shall apply hereafter) to the organizations relating to such emergency call, except for the case in which such organization cannot receive such information.
3. With respect to the damage due to the cause of the Positioning Information sent out pursuant to the provisions of the preceding two paragraphs, the Company shall not have any responsibility, whatsoever the cause is.

Article 31. Collecting Information

The Company may collect and use the necessary information relating to the Service, for providing the technical support to the Contractor. The Contractor shall consent in advance that the sufficient technical support cannot be provided to the Contractor in the event necessary information is not prepared thereby.

Article 32. Confirmation of Contractor

1. In the event of the purchase of the SIM Card, the purchaser shall present its identity verification documents in accordance with the Company's request.
2. In the event the handling of the Mobile Radio Equipment falls under the service provided in the Mobile Phone Improper Use Prevention Law, the purchaser shall present its official identity verification documents provided for in the Law.

Article 33. Abolishment of Service

1. The Company may change, add, and/or abolish the provisions of the Service in whole or in part.
2. In the event the Service is abolished based on the provisions of the preceding paragraph, the Company will notify the Contractor thereof for the socially accepted period before them.

Article 34. Change of Technical Specifications etc.

Even in the event the Contractor is needed to remodel or remove the SIM Card used by it in accordance with the change in providing requirements, such as technical specifications and the other relating to the Service or the renewal of the Telecommunication Equipment, the Company shall not share the costs and expenses necessary for the remodeling and removal.

Article 35. Prohibition of Transfer

The Contractor must not transfer to any third party the status as the Contractor and the rights and obligations that the Contractor has under the TOS without the prior consent of the Company.

Article 36. Severability

In the event any part of this TOS turn out to be invalid and unenforceable, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other provisions hereof and such remaining provisions shall be valid and enforceable continuously in accordance with terms and conditions thereof.

Article 37. Consultation

In the event any doubt arises relating to the Service or the TOS, the Company and the Contractor shall consult each other and endeavor to resolve them in good faith.

Article 38. Agreed Jurisdiction

In the event any legal action becomes necessary between the Contractor and the Company relating to the TOS, both parties shall hereby consent to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 39. Governing Law

The conclusion, force, execution, and interpretation of the TOS shall be governed by the laws of Japan.

Additional clause: Enforced on September 1, 2016.