# OKiRACOON Membership Terms and Conditions

# Chapter 1. General Provisions

#### Article 1 (Application of Terms)

N.T.T. Media Supply Co., Ltd. (hereinafter referred to as "the Company") provides the qualification as an OKiRACOON member to those who have agreed to the OKiRACOON Membership Terms and Conditions (hereinafter referred to as "these Terms") and have completed the membership registration process designated by the Company.

#### Article 2 (Definitions)

- 1. "OKiRACOON Member (hereinafter referred to as "Member")" refers to those who have agreed to these Terms and registered as a member through the prescribed method.
- 2. "Applicant" refers to the person applying for membership registration to use this service
- 3. "The Service" refers to the services provided by the Company on the OKiRACOON Member Site, including the functions, device rental, returns, and support.
- 4. "Member Site" refers to the member-exclusive pages where various functions provided by the Company can be used by using the Company's unique ID issued at the time of membership registration or by logging in with a specific external service account designated by the Company, within the web application system operated and managed by the Company.
- 5. "Interconnection partner" refers to a telecommunications carrier that has entered into an interconnection agreement or other contracts with the Company.
- 6. "Device" refers to the mobile router with charging function provided by the Company.

#### Article 3 (Amendment of Terms)

1. The company may change these terms and conditions, whether to the benefit or detriment of our members, in cases where it is deemed difficult to achieve the purpose of stable and continuous provision of this service based on these terms and conditions due to fluctuations in economic conditions, changes in employment environment, exchange rate fluctuations, changes in electricity and communication fees, server management costs, and other various costs typically required for providing this service, as well as amendments or changes to laws and regulations or

administrative guidance related to this service, the availability of alternative services (not limited to those provided by the company), force majeure events such as natural disasters, conflicts, pandemics or sudden changes in business content due to government requests associated with them, labor disputes, and any other circumstances related to this service. The changes will be made in accordance with Article 548-4 of the Civil Code.

2. When making changes as per the preceding paragraph, the Company will clearly indicate the intent to change the Terms, the content of the amended Terms, and the effective date of the amendments, and notify the members through the Company's website or other appropriate methods.

### Article 4 (Transfer of Rights)

Members may not transfer their rights related to the Service provided under these Terms to third parties, unless otherwise permitted by the company. If a member transfers their rights related to the Service to a third party in violation of this Article, the Company shall have the right to terminate all contracts with the member regarding the Service.

# Chapter 2. Service and Provision Conditions

#### Article 5 (Membership Registration)

Applicants shall agree to the content of these Terms and complete membership registration for using the Service in accordance with the procedures prescribed by the Company.

# Article 6 (Acceptance of Application)

- 1. The Company shall accept applications in the order they are received, as stated in Article 5 (Membership Registration). However, this does not apply if it causes difficulties in the Company's business operations.
- 2. Notwithstanding the provisions of the preceding paragraph, the Company may refuse to accept an application or delete membership registration if the applicant falls under any of the following conditions. The Company shall not be obligated to disclose any reasons for this.
  - 1) It is clear that there is a risk of defaulting on payment of obligations under the Service contract.
  - 2) The applicant has previously entered into a contract with the Company for a service provided by the Company, and the Company has terminated the

contract.

- 3) False information was submitted at the time of application.
- 4) The Company determines that the applicant falls under the anti-social forces specified in Article 12 (Representation and Warranty) of Chapter 3.
- 5) The Company determines that the applicant is not suitable as a member of the Service for any other reason.

### Article 7 (Change of Application Details)

- 1. If a member wishes to change the details of their application, they shall do so in accordance with the procedures prescribed by the Company.
- 2. Notwithstanding the provisions of the preceding paragraph, the Company may refuse to accept a change in application details if the member falls under any of the following conditions.
  - It is clear that there is a risk of defaulting on payment of obligations under the Service contract.
  - 2) The applicant has previously entered into a contract with the Company for a service provided by the Company, and the Company has terminated the contract.
  - 3) False information was submitted at the time of application.
  - 4) The Company determines that the applicant falls under the anti-social forces specified in Article 12 (Representation and Warranty) of Chapter 3.
  - 5) The Company determines that the applicant is not suitable as a member of the Service for any other reason.
- 3. In the event of a merger or corporate split involving a corporate member, and the member's status is succeeded, the person who has succeeded the status must promptly notify the Company of the fact of succession of the contractual status of the member, along with documents proving the fact.
- 4. The Company shall not be liable for any damages or disadvantages arising from the member's failure to receive notifications from the Company due to the lack of notifications in the preceding paragraphs. Furthermore, even if the notification does not reach the member, it is agreed that the member will be treated as having been made aware of the contents of the notification at the time it would normally be expected to arrive.

#### Article 8 (Withdrawal)

1. Members who wish to withdraw shall be able to do so by notifying the Company in

- advance of their intention to withdraw using the method designated by the Company.
- 2. If there are ongoing transactions, such as unsettled applications or unreturned devices, the withdrawal process cannot be carried out.

# Article 9 (Management of Member ID and Password)

- 1. Members shall manage their Member ID and password used for the Service appropriately at their own responsibility.
- 2. The Company shall assume that the use of a User ID and password combination that matches the registered information is by the member who registered that User ID.

# Chapter 3 Miscellaneous Provisions

# Article 10 (Information Collection and Use)

- 1. The company may use the information obtained and retained in connection with the Services for the purposes set forth below:
  - 1) To improve the convenience, quality, and provision of our services and technology to members.
  - 2) To provide the latest version of devices.
  - 3) To respond to inquiries from members and provide customer support, such as guidance and information on the use of our services.
  - 4) To analyze usage, measure effectiveness, and conduct various marketing research and analysis.
  - 5) To identify whether the member is eligible for benefits provided by us.
  - 6) For other business purposes necessary for the provision of our services.
- 2. In cases where the company needs to collect and use information necessary to provide technical support or other services to members, the member agrees in advance that there may be instances where the company cannot provide adequate technical support or other services due to the member not providing the required information.

#### Article 11 (Handling of Personal Information)

1. Personal information obtained from members and information related to members that we become aware of in the course of performing the Services (hereinafter referred to as "personal information") shall be handled within the necessary scope

based on our privacy policy, and shall not be disclosed to third parties, except in any of the following cases:

- When disclosure is required by law.
- 2) When a warrant has been issued by a judge, and the presentation of the member's personal information is requested.
- 3) When there is an imminent danger to life, body, or property, and it is determined to be an emergency.
- 4) When personal information is used with the voluntary consent of the member or others
- 2. The usage status of members may be processed into statistical information that does not identify individuals, or provided to the Company, our partner companies, or third parties, provided that the member's consent is obtained.
- 3. Members agree that for the appropriate operation of the Services, the exchange of personal information and other data between partner companies and commissioned companies, such as shipping companies, will be conducted.

#### Article 12 (Representation and Warranty)

- 1. Members represent and warrant at the time of entering into the Service Agreement and thereafter that they are not part of organized crime groups or related companies, organizations, or other anti-social forces (hereinafter collectively referred to as "anti-social forces") and are not under the control or influence of anti-social forces.
- 2. If it is reasonably determined that a member falls under any of the following items, we may terminate the Service Agreement without any notice:
  - 1) Belonging to anti-social forces
  - 2) Being substantially involved in the management of anti-social forces
  - 3) Utilizing anti-social forces
  - 4) Providing funds or other benefits to anti-social forces or otherwise being involved with them
  - 5) Having a socially condemnable relationship with anti-social forces
  - 6) Using oneself or a third party to engage in fraudulent acts, acts of violence, or threatening language against related parties
- 3. Members who fall under any of the categories mentioned in the preceding paragraph shall be liable to compensate the Company for any damages incurred due to the termination and shall not be able to claim compensation for any damages they have suffered from the Company.

### Article 13 (Transfer and Assumption of Claims)

Members shall agree in advance to transfer the claims related to the Service to the transferee designated by the Company. In this case, the Company may suspend or discontinue all or part of the Service without obtaining the consent of the Member by giving prior notice.

# Article 14 (Severability)

If any provision of these Terms is deemed to be in violation of the law, invalid, or unenforceable, the remaining provisions shall continue to be valid and enforceable.

# Article 15 (Agreed Jurisdiction)

Any disputes concerning these Terms or the Service or any rights and obligations arising from the Service shall be subject to the exclusive jurisdiction of the Osaka District Court by agreement.

#### Article 16 (Governing Law)

Japanese law shall be the governing law in the relationship between the Member and the Company based on these Terms.

(Implemented on November 1, 2022)