

J-TripGateway Terms of Service

Rakuten Communications (hereinafter referred to as the “Company”) establishes the Terms of Service (hereinafter referred to as the “Terms of Service”) pertaining to the “J-TripGateway Service” (hereinafter referred to as the “Service”) and provides the Service to persons who use the Service according to these Terms of Service herein (hereinafter referred to as the “Users”).

Article 1: Service

The Service shall comprise the data SIM service (hereinafter referred to as the Data SIM Service”) provided by the Company according to the contract clauses for mobile phone service distributors provided by the mobile phone operator (NTT DoCoMo, Inc.), as well as the introduction service for tourist sites in Japan (hereinafter referred to as the “Application Service”).

Section 2. Aside from provisions stipulated by the Terms of Service, J-TripGateway Application Terms of Use shall also apply to the Application Service.

Section 3. Users shall agree to the Terms of Service as well as J-TripGateway Application Terms of Use (hereinafter referred to collectively as the “Terms of Service”) when applying for the Service. Individuals who start using the Service are deemed to have agreed to the Terms of Service.

Section 4. The Company may change the Terms of Service without obtaining consent from users in advance. In such instances, the applicable terms and conditions for providing the Service shall be the Terms and of Service after such change.

Section 5. Users must register an account to use the Data SIM Service and receive on loan the “J-TripGateway SIM” (hereinafter referred to as the “SIM Card”). The provision of a terminal device is not included in the Service.

Article 2: Terminology

Following terms are used in the Terms of Service with respective meanings described below.

Term	Meaning of term
Account	Registered by the user to use the Application Service and provides following functions: (1) Management of personal information (2) Management of payment information (3) Management of respective services and functions
Period of use of account	The period of use of the account starts when the user registers the account and ends when the procedure for the withdrawal is

	completed.
Expiration date of SIM	There is an expiration date for the SIM Card, regardless of whether the user starts using it. The expiration date is provided with the SIM Card.
Period of service of SIM	The initial period of service, as well as extended period of service start on the date when the SIM Card that is associated with the account is activated and expire automatically.
Terminal device	Mobile phone that needs to be compatible with the size and type of the SIM provided on loan by the Company.

Article 3: Communication Area of Service

The communication area of the Service shall be the domestic communication area of the mobile phone operator in Japan.

Article 4: Conditions for Application

Persons applying for the use of the Service shall agree to all the items described below:

- (1) The applicant shall observe all the provisions prescribed by the Terms of Service and shall not engage in any unlawful activities by using the Service;
- (2) Documents necessary to verify identity (persons residing overseas may provide a passport issued by a country other than Japan) must be presented;
- (3) The Radio Act, as well as other laws, ordinances, regulations and the like that are applicable in Japan must be observed.
- (4) The user must not correspond to the descriptions provided in Section 1 under Article 26, Elimination of Antisocial Forces.

Section 2. The Company may optimize communication as stipulated separately in order to accelerate the speed of display on screens of terminal devices.

Article 5: Accounts

Users must create an account, which is based on the email address of the user, to use the Application Service.

Section 2. Persons under legal age (individuals under age of 20) shall not have the right to create an account.

Section 3. No user fee shall apply to creating and maintaining an account.

Section 4. An account shall have the function relating to user information as stipulated under Article 20, as well as the function to associate and manage data credits charged as stipulated under Article 11 and Article 12.

Section 5. The period of use of an account shall expire when the user completes the withdrawal procedure. Unused data communication credits at the time of

withdrawal cannot be allocated to a SIM Card for any reason whatsoever once the withdrawal procedure has been completed.

Section 6. There is no limitation on the number of SIM Cards used or the periods involved during the period of use of the account.

Article 6: Acceptance of Application

The Company deems the creation of an account described under the preceding article as the application for the Service and the agreement shall come into effect once the Company accepts the application after completing the prescribed review and procedures.

Section 2. Even if an account could not be created, the charges required for the SIM Card loaned by the Company with the intention of using the Service shall not be refunded, the period of service shall not be extended or the exchange with a new item shall not be feasible. This does not apply, however, to cases where there is an intentional or gross negligence on the part of the Company.

Article 7: SIM Card

Users are able to use the J-TripGateway service provided by the Company by acquiring the SIM Card loaned by the Company and associating it with an account. The expenses relating to the acquisition of the SIM Card shall be applied separately.

Section 2. There is an expiry date for the SIM Card. This expiry date is different from the period of use of the SIM Card or the period of use of the account. Users are able to verify the expiry date of the SIM Card at the time the SIM Card is acquired.

Section 3. Users must complete the procedure to start using the service from the account registered by the user in order to start using the SIM Card.

Section 4. The SIM Card for which the period of use started cannot be used again after the period of use expires.

Article 8: ID and Password

Users shall bear the responsibility to manage the phone number and pass code information associated with the SIM Card (hereinafter referred to generally as the "IDs") and these must not be made available for use by a third party.

Section 2. The Company shall have the right to require users to present their IDs when the users execute their contractual rights under the Service.

Section 3. The Company shall not bear any responsibility relating to losses and damages sustained by the user or a third party as a result of an unauthorized use of the information pertaining to the IDs or the SIM Card.

Article 9: Transfer of Rights

Users shall not have any right to transfer the right to receive provision of the Service according to the Terms of Service or to transfer or loan the SIM Card to a third party.

Section 2. Users shall not have the right to resell the Service or to facilitate the use of the Service by a third party.

Article 10: Period of Service of SIM Card

Each SIM Card is assigned a period of service (this is different from the expiry date of the SIM Card). The period of service starts on the day when the user sets it up and expires on the seventh (7th) or eighth (8th) day (hereinafter referred to as the “Initial Period of Service”). This Initial Period of Service is determined based on the price plan selected by the user.

Section 2. Notwithstanding the provisions stipulated by the preceding section, if the user performs the onerous charging in accordance with the provisions under Article 11 prior to the expiration of the Initial Period of Service, then the Period of Service shall be extended up to the seventh (7th) day (with such extension limited to the expiry date of the SIM Card) counted starting from the date when the final of such charging is established according to provisions stipulated by Section 3 of Article 11.

Section 3. Users shall have no right to use the SIM Card beyond the Initial Period of Service (or the extended Period of Service if the onerous charging occurs).

Article 11: Onerous Charging

Users performing the onerous charging must apply through the method prescribed by the Company prior to the expiration of the Initial Period of Service. Once the Company accepts such application, the Period of Service is extended and the use of such SIM Card can be continued until the expiration of the Period of Service after it has been extended. The onerous charging performed after the expiration of the Initial Period of Service will not result in the extension of the Period of Service but adds on the data communication credits allocated to such SIM Card.

Section 2. Payment of fees stipulated separately by the Company is required to perform the onerous charging. The method for paying fees for the onerous charging is limited to settlement using a credit card issued by a credit card company specified separately by the Company.

Section 3. The onerous charging shall be established when the Company accepts the application filed according to the stipulations of Section 1 hereof (the stipulations of Section 1 of Article 6 shall apply to such acceptance mutatis mutandis) and upon approval of credit card payment by the credit card company based on their screening. In the event an acceptance does not occur, the application filed as described in Section 1 shall be void.

Section 4. The Company shall not make any refund of the fees for the onerous charging already made even if the Period of Service for the SIM Card expires or the Service is discontinued during the Period of Service of the SIM Card.

Section 5. The onerous charging stipulated by the preceding sections may be performed a maximum of five (5) times each day, provided that they are performed prior to the expiration of the Initial Period of Service. Once the Initial Period of Service expires, no onerous charging can be performed additionally even if the Period of Service is extended through the performance of the onerous charging.

Section 6. The onerous charging becomes unusable once the Period of Service after extension expires.

Section 7. Since the onerous charging is performed for individual SIM Cards, the unused data communication credits remaining at the time the expiration date of the SIM Card arrives or at the time the Initial Period of Service or the Period of Service after extension expires cannot be transferred to other SIM Card.

Article 12: Free Charging

A user performing the free charging can use the amount of data communication credits charged to his/her own account during the Initial Period of Service. The free charging shall add the corresponding data communication credits to the user's account. However, the free charging performed during the Period of Service of the SIM Card shall not have the Period of Service extended and instead the data communication credits shall be added to the SIM Card in use.

Section 2. The free charging shall be handled according to stipulations provided by J-TripGate Application Terms of Use stipulated separately by the Company.

Section 3. The data communication credits accumulated through the free charging shall remain valid for one (1) year starting from the day on which the user created his/her own account or when he/she started using the SIM Card, whichever is later. However, if the Initial Period of Service or the extended Period of Service expires, the data communication credits accumulated through the free charging shall also expire.

Section 4. When the accumulated data communication credits earned through the free charging are allocated to a SIM Card, those unused data communication credits remaining at the time the expiration date of the SIM Card arrives or at the time the Initial Period of Service or the Period of Service after extension expires cannot be transferred to other SIM Card.

Article 13: Termination of Service and Cancellation of Agreement

The Company shall have the right to terminate provision of the Service or to cancel the agreement without notifying the relevant user in advance, if such user corresponds to any of the items provided below.

- (1) User is determined to have made false declarations to the Company;
- (2) User is considered to have violated or will potentially violate provisions stipulated by the Terms of Service;
- (3) User engages in any action that causes excessive load on the equipment or communication line used to provide the service or in any action that causes impediment to the operation of other relevant equipment or communication lines;
- (4) User is determined to be using the Service by using terminal devices that are other than terminal devices specified by the Company or terminal devices that are compatible with technical standards stipulated by law;
- (5) User is determined to have engaged in any action that is determined by the Company to present significant technical or other form of impediment to the fulfillment of duties by the Company, other than those provided by preceding paragraphs.
- (6) In the event any user is recognized by us to be an individual who is described in Section 1 under Article 26, Elimination of Antisocial Forces.

Section 2. The Company shall assume no responsibility whatsoever for any losses and damages sustained by the user as a result of the termination of the Service or cancellation of the agreement according to provisions stipulated by the preceding section.

Article 14; Suspension of Service

The Company may suspend provision of the Service without advance notice to users, in the event maintenance or installation work must be performed on the equipment or communication lines used to provide the Service, or where failure of communication line occurs, or due to any other unavoidable reasons.

Section 2. The Company shall assume no responsibility whatsoever associated with the suspension of Service as described under the preceding section, even if losses and damages are sustained by users.

Article 15: Obligations of Users

Users must not engage in any of actions described in the following respective items while using the Service:

- (1) Any activity that infringes on or can potentially infringe on copyright, trademark right or other intellectual property rights that belong to the Company or a third party;
- (2) Any activity that infringe on or can potentially infringe on property rights, privacy rights or image rights of a third party;

- (3) Any activity that unfairly discriminates, or otherwise defames, insults, promotes unlawful discrimination against, or damages honor or credibility of a third party;
- (4) Any activity that leads or can potentially lead to fraud, child prostitution, illegal trading of bank accounts or mobile phone numbers, or other criminal activities;
- (5) Any activity that involves transmission or display of images, videos, voice or documents of child pornography or those deemed equivalent to child pornography, or any activity that involves selling of media that contain such data, or display or transmission of advertisements that provoke images relating to transmission, display and sale of such media;
- (6) Any activity that leads or can highly likely lead to drug related crimes, abusive use of controlled substances, etc., any activity that advertises unapproved or expired pharmaceutical products, or selling pharmaceutical products that have been prohibited from sale on the internet;
- (7) Any activity relating to advertisement of rare species that are subject to advertisement restrictions for the purpose of selling or distributing such animals;
- (8) Any activity relating to advertisement for loan of funds without gaining license to operate a money loaning business;
- (9) Any activity relating to the establishment or inducement of a pyramid investment scheme (ponzi scheme);
- (10) Any activity relating to unlawful rewriting or deleting of information stored in an equipment or facility of the Company or the mobile phone operator;
- (11) Any activity that involves the use of the Service while impersonating a third party;
- (12) Any activity that involves transmission or featuring of harmful computer programs and the like, such as viruses;
- (13) Any activity that involves sending of emails for unauthorized advertisement, publicity or inducement to a third party, any activity that will or potentially cause disgust on the part of persons with socially accepted standards;
- (14) Any activity that causes or can potentially cause impediment to the use or operation of equipment or facility of a third party, equipment or facility for providing internet connection service;
- (15) Any activity for facilitating illegal betting or gambling, or inducing participation in illegal betting or gambling;
- (16) Any activity that requests or provides intermediation for or inducement (including requesting other parties) for illegal actions (transfer of firearms, illegal manufacture of explosives, provision of child pornography, falsification of public documents, murder, blackmail, etc.);
- (17) Any activity relating to transmission of information that is cruel in nature, such as images from a murder scene, killing and injuring and physical abuse of animals, as

well as other information that causes disgust on persons with socially accepted standards to an unspecified number of people;

- (18) Any activity involving inducement or persuasion to commit suicide or introducing methods of suicide with high probability of causing danger to other people;
- (19) Any activity involving placing links with the intention or for the purpose of promoting an activity to sites, knowing that they relate to activities described by preceding paragraph;
- (20) Any activity that relates to promoting featuring of information that can lead to or highly likely to cause crime or illegal activity, or unlawful slander of others, insult others, infringe on privacy of others to an unspecified number of people;
- (21) Any activity that relates to resale of the Service or the SIM Card for the purpose of gaining profit;
- (22) Other activities that are deemed by the Company to be in violation of social morals or infringe on rights of others.

Section 2. Users must bear all responsibility whatsoever relating to the use and results from using the Service. In the event a user is charged with litigation by a third party due to damages or losses sustained by a third party (including another user of the Service) in relation to the use of the Service, as well as for other demands (including the cases where such demands are addressed to the Company), such user must, at their own expense and as their responsibility, resolve all such demands and ensure that no losses or damages are sustained by the Company as a result.

Section 3. Users shall have the right to use the Service only using terminal devices that are specified by the Company or comply with technical standards stipulated by laws and ordinances. The Service must not be used while using any other terminal device.

Section 4. Users must not facilitate the use of the Service to a third party and must not use the Service for purposes other than for their own.

Article 16: Communication Charges for Service

Users shall have the right to perform the charging according to the price plan determined at the time the SIM Card is acquired. Such the fees for such charging shall be stipulated separately by the Company.

Article 17: SIM Card

The SIM Cards acquired by users are loaned to the users by the Company and are not transferred to the users.

Section 2. Users must manage SIM Cards with the care of a good manager.

- Section 3. Users must not facilitate the use of, loan, transfer or sell the SIM Cards to any parties other than the users.
- Section 4. Users shall bear the burden of losses and damages incurred as a result of improper management or mishandling of the SIM Cards, as well as from the use by a third party, and the Company shall not bear any responsibility whatsoever regarding such matters.
- Section 5. The Company shall bear the obligation to repair or replace a SIM Card only if such a SIM Card malfunctions due to reasons that are not attributed to the user (replacement of a SIM Card with one of another type shall not be provided; same shall apply hereinafter).
- Section 6. Users must return SIM Cards to the Company by the date specified by the Company after the period of service of those SIM Cards expire. In the event a SIM Card is not returned by the specified date or where it is damaged, Users must pay the Company a compensation for loss of the SIM Card as specified separately by the Company.
- Section 7. Except for cases where a consent from the Company has been acquired in advance, a SIM Card shall not be disassembled or destroyed, or used for the software reverse engineering or any purposes other than ordinary use applications.
- Section 8. Users must not take SIM Cards out of Japan, except in cases where consent from the Company has been acquired in advance.

Article 18: Limitation on Liability

Users shall use the Service at their own responsibility.

- Section 2. The Company shall compensate for losses or damages of users in the event the Data SIM Service is supposed to be provided but is not provided due to reasons attributed to the responsibility of the Company, only if, after the Company became aware that the Data SIM Service was not available at all for use, such condition continued for at least 24 hours starting from the time at which the Company became aware of the situation (including situations where a significant impediment occurs with all communication services provided by the telecommunication facilities and equipment relating to the agreement; same shall apply hereinafter).
- Section 3. In the event the situation described in the preceding section occurs, the amount of time during which the Company became aware that the Data SIM Service was not available at all (in multiples of 24 hours only) shall be calculated in number of days per 24-hour period, and the amount of charge the user had already paid that corresponds to the number of days for the Data SIM Service, shall be considered loss sustained and compensation shall be made but only to that amount.

Section 4. The stipulations provided in preceding two sections shall not apply, however, in cases where the Company either intentionally or through gross negligence did not provide the Data SIM Service.

Section 5. The Company shall bear no responsibility whatsoever for any obligations to the users, under any circumstances other than those clearly described in the Terms of Service.

Article 19: No Guarantee

No guarantee is provided for the suitability of the Service and the SIM Card for the purpose of use by the users and no guarantee is provided for the data communication speeds whatsoever.

Section 2. The Service does not guarantee maximum data communication speeds and the communication speeds at which users can actually use the Service may vary depending on the communication facilities and equipment, terminal devices of users, circumstances of wiring, interference with other communication lines, congestions of communication lines, locations of terminal devices and the like.

Section 3. The Company shall have the right to restrict the amount of communication data or communication speeds in the event a user continuously generates the amount of traffic that exceeds the standards prescribed by the Company for a certain duration of time, or where such regulation becomes necessary in order to secure fairness among users.

Article 20: Handling of Information Pertaining to Users

The Company shall handle information pertaining to users (names, addresses, phone numbers, email addresses, nationalities, passport numbers, other information relating to contact details, dates of birth, genders, credit card information, provision of the Service, distribution of information as stipulated under Article 21, invoicing of onerous charging acquired by the Company concerning users at the time of application or while providing the Service; hereinafter referred to as the "User Information") in an appropriate manner according to the "Handling of Personal Information and Specific Personal Information" as well as the Privacy Policy.

Section 2. The Company shall handle User Information within the scope of the purposes specified by the "Handling of Personal Information and Specific Personal Information."

Section 3. The Company shall have the right to consign an outsourced party to handle User Information within the necessary extent for fulfilling the purposes mentioned in the preceding section.

Article 21: Distribution of Information

The Company distributes information considered beneficial for the Users in relation to the use of the Service (i.e. the information relating to the Service including advertisements relating to the products or services provided by the Company or a third party, hereinafter referred to as the “Notices”) to the email addresses of the Users.

Section 2. The Company also may send information pertaining to other services provided by the Company other than the information mentioned in the preceding sections to the email address of the User.

Article 22: Change or Discontinuation of Service

The Company shall have the right to change, add or discontinue all or part of the Service. In such cases, the provisions stipulated under Article 1 shall be applied mutatis mutandis.

Section 2. The Company shall assume no responsibility whatsoever associated with any change, addition or discontinuation of the Service as described in the preceding section, even if losses and damages are sustained by Users.

Article 23: Handling of Terminal Device

Users must maintain and manage their terminal devices at their own expense and as their own responsibility to ensure that such terminal devices operate normally for the use of the Service.

Article 24: Governing Law and Competent Court of Jurisdiction

The governing law of the Terms of Service shall be the laws of Japan. Furthermore, all disputes whatsoever that may arise in relation to the Service shall all be filed with the District Court of Tokyo, which is the agreed competent court of jurisdiction for the first trial.

Article 25: Priority Language

The original of the Terms of Service shall be the Japanese version, which takes precedence over versions of all other languages, irrespective of what other languages the Terms of Service is translated into.

Article 26: Elimination of Antisocial Forces

The user shall declare that they are not currently a crime syndicate, a member of a crime syndicate, an associate member of a crime syndicate, an affiliated corporation of a crime syndicate, a sokaiya shareholders meetings racketeer, an entity engaging in criminal activities under the pretext of conducting social campaigns or political activities and a criminal entity specialized in intellectual crimes (hereinafter referred to as the “Antisocial Force”) or affiliated with a corporation that is practically managed by Antisocial Force and give assurance that these will not apply in the future as well.

Section 2. In the event a user corresponds to any of the descriptions provided by following respective paragraphs, the Company shall have the right to cancel the agreement without any prior notice and shall not bear any responsibility to compensate for any damage of any kind such user may sustain.

- (1) The user is recognized to be an element of Antisocial Forces;
- (2) An element of Antisocial Forces is recognized to be practically involved with management of the user;
- (3) The user is recognized to be using an element of Antisocial Forces;
- (4) The user is recognized to be involved with an element of Antisocial Forces by providing funds and the like, or providing conveniences;
- (5) A board director or an individual that is practically involved with the management of the user is in a relationship with an element of Antisocial Force that should be socially condemned;
- (6) The user either by themselves or through a party engaged in a violent act of extortion, an unlawful act of demand that exceeds legal responsibility, use of threatening language and behavior or a violent act, or circulates false rumors or use of a deceptive plan or force to tarnish credibility or disrupt business operation of a party.

Supplementary Provisions

The Terms of Service shall take on effect starting on September 19, 2017.

(Execution date)

This amended stipulation shall take on effect starting on January 15, 2018.

(Execution date)

This amended stipulation shall take on effect starting on July 6, 2018.

(Execution date)

This amended stipulation shall take on effect starting on September 1, 2018.

(Execution date)

This amended stipulation shall take on effect starting on December 1, 2018.