

「JAPAN Prepaid Sim」

## Terms and Conditions

Version: February 26, 2024

Wise Solutions Co., Ltd. (hereinafter referred to as "the Company") shall provide the "IIJ SIM" (hereinafter referred to as "the Service") to resellers in accordance with the following terms and conditions (hereinafter referred to as "the Agreement").

#### Article 1 (Service Content)

1. The content of the Service shall be as specified in the attached document "IIJ SIM Service List" (hereinafter referred to as the "Attachment").
2. The Company may change the content of the Service. Additionally, the content of the Service may be changed due to the actions of the mobile telecommunications carrier (hereinafter referred to as the "Carrier") who provides the IIJ services that the Company has entered into a service agreement with.

#### Article 2 (Coverage Area)

1. The coverage area of the Service shall be the same as the coverage area of the Carrier. The Service can only be used when the connected terminal device is within the coverage area. However, even within the coverage area, communication may not be possible in places such as indoors, underground parking lots, shadows of buildings, tunnels, mountainous areas, where radio waves are difficult to propagate.
2. The Company shall be liable only for damages directly and ordinarily incurred by the Subscriber (hereinafter referred to as the "Subscriber") due to the use of the Service by the Subscriber, even if slight negligence is attributed to the Company, and shall not be liable for any other special damages.

#### Article 3 (Contract Formation and Term)

1. A contract (hereinafter referred to as the "Service Agreement") for the use of the Service shall be deemed to be formed at the time when the Company confirms the initial communication using the SIM card (hereinafter referred to as the "SIM") necessary for the use of the Service by the Subscriber. Please note that the SIM has a predetermined activation period set by the Company, and activation procedures cannot be performed after this period.
2. Notwithstanding the provisions of the preceding paragraph, the purchase contract for the package shall be deemed to be formed at the time when the package is delivered after payment of the price, and the return or exchange of the package after the establishment of the purchase contract for the package shall not be allowed.
3. After the contract is concluded, the period of service provision shall be as specified in the Attachment.

#### Article 4 (Restrictions on Transfer of Rights, etc.)

1. The Subscriber shall not transfer the right to receive the Service and the SIM card based on the Service Agreement.
2. The Subscriber shall not allow third parties to use the Service, including reselling the Service.

#### Article 5 (Requirements for Service Use)

1. The following requirements shall apply to the use of the Service:

- 1)The IP address used by the Subscriber in the Service shall be designated by the Company. The Subscriber shall not use any IP address other than the designated one for the Service.
- 2)The Subscriber shall comply with the following regarding the SIM:
  - Unless approved by the Company, the Subscriber shall not disassemble, damage, reverse engineer the software or use the SIM for purposes other than its normal use as a SIM.
  - The Subscriber shall manage the SIM card with due care as a responsible user.
- 3)In the event that the use of the Service is terminated for any reason or the Subscriber no longer uses the SIM, the Subscriber shall promptly return the SIM to the Company.
- 4)No replacement will be provided in case of loss or damage to the SIM.
- 5)In addition to other provisions in this Agreement, in order to ensure the quality and fairness of the Service, the Subscriber's communication volume within a certain period may be restricted without prior notice if it exceeds the criteria set by the Company. The Subscriber agrees to this in advance.
- 6)Please refer to the handling and maintenance times of the Service, as indicated in the instruction manual included in the product package.

#### Article 6 (Limitation of Use)

1. In the event of unavoidable technical, maintenance, or other business reasons on the part of the Company, or if the Carrier imposes restrictions on communication usage based on the provisions of the contract terms for the telecommunication services provided by the Carrier or the contract between the Carrier and the Company, the Company may temporarily restrict communication. The Service does not guarantee the availability, delay, or other quality aspects of communication.
2. In the event described in the preceding paragraph, the Subscriber shall not claim any damages compensation from the Company unless it is caused by intentional or gross negligence on the part of the Company.

#### Article 7 (Restrictions on Communication Time, etc.)

1. In addition to the provisions of the preceding article, the Company may restrict the use of communication time or communication in specific areas when communication is significantly congested.
2. In the case specified in the preceding paragraph, in order to prioritize communication that includes matters necessary for disaster prevention or relief, transportation, communication, or securing the supply of electricity, as well as matters requiring urgent attention for the public interest, based on the provisions of the Ordinance for Enforcement of the Telecommunications Business Act, the Minister of Internal Affairs and Communications may designate institutions using mobile radio devices (limited to those determined through consultation between the Company, affiliated operators, or mobile phone service providers and such institutions) and may take measures to suspend the use of communication by means other than those devices (including the suspension of communication to subscriber lines in specific areas).
3. The Company may restrict or disconnect communication in accordance with the provisions of Attachment 2 when the communication time during a certain period exceeds the time set by the Company or when the

communication volume during a certain period exceeds the capacity set by the Company.

4. In order to ensure fair use among subscribers and to provide smooth service, the Company may restrict the speed and volume of communication that uses communication procedures such as video playback or file sharing (P2P) applications that continuously and extensively occupy bandwidth.
5. In the cases mentioned in the preceding four paragraphs, subscribers may not claim any damages from the Company due to the restriction of communication time, etc.
6. In order to implement the restrictions on communication time, etc. prescribed in this article, the Company may collect, analyze, and store information related to communication.

#### Article 8 (Suspension of Use, etc.)

1. In the event that a subscriber falls under any of the following reasons, the Company may suspend or restrict all or part of the provision of this Service for the use of the said subscriber:
  - 1)When the subscriber violates their obligations specified in this Agreement.
  - 2)When the subscriber uses this Service in an illegal or obviously contrary manner to public order and morals.
  - 3)When the subscriber's use of this Service directly or indirectly significantly hinders the use of services provided by the Company.
  - 4)When the subscriber uses this Service in a manner that may damage the credibility of services provided by the Company.
  - 5)In addition to the above items, when the Company deems the subscriber's use of this Service as inappropriate.
2. Since the Company does not possess individual contact information of subscribers, the Company will not contact the subscribers directly regarding the measures to suspend or restrict the use of the Service in accordance with the provisions of the preceding paragraph. However, if a subscriber makes an inquiry to the Company's support center, the Company will explain the reasons (corresponding to the reasons listed in each item of the preceding paragraph), duration, and conditions for restoration after proper identity verification.

#### Article 9 (Prohibited Actions by Subscribers)

1. Subscribers shall not engage in the following actions when using this Service:
  - 1)Acts that infringe upon the intellectual property rights or other rights of others, or acts that infringe upon the property, privacy, or rights of publicity of others.
  - 2)Acts of defamation or damaging the reputation or credibility of others.
  - 3)Criminal acts such as fraud or obstruction of business activities, or acts that induce or incite such crimes.

- 4) Sending or posting images or documents that qualify as obscene, child pornography, or child abuse, or engaging in such acts.
- 5) Engaging in activities related to drug crimes or abuse of regulated drugs that are highly likely to be associated with such activities, or advertising unapproved pharmaceutical products without having obtained registration for lending money and advertising the lending of money without obtaining registration.
- 6) Opening or promoting pyramid schemes or multilevel marketing.
- 7) Tampering with or deleting information on other people's websites or other information that could be used through this Service.
- 8) Sharing one's own ID information with others or placing it in a state where others can access it.
- 9) Impersonating others to use this Service (including the unauthorized use of other users' ID information and manipulating the email header section to disguise oneself).
- 10) Sending computer viruses or other harmful computer programs, or leaving them in a state where others can receive them.
- 11) Posting advertisements or other writings in a content or manner that goes against the intentions of the administrators on bulletin boards or other platforms managed by others (including online news, mailing lists, chats, etc.).
- 12) Sending advertisements or solicitations via email or other means without obtaining the consent of the recipients.
- 13) Sending emails or other messages (harassing emails) that recipients find repulsive or likely to cause disgust without obtaining their consent.
- 14) Engaging in acts that facilitate illegal gambling or gambling, or soliciting participation in illegal gambling or gambling.
- 15) Undertaking, mediating, or inducing (including soliciting others) illegal acts (such as firearm transfers, illicit manufacturing of explosives, provision of child pornography, forgery of official documents, murder, extortion, etc.).
- 16) Sending information to the

#### Article 10 (Termination of the Agreement)

1. The Company may terminate this Service Agreement if the Subscriber falls under any of the following reasons:
  - 1) The Subscriber does not contact the Company within 30 days after the suspension of use based on these Terms and Conditions.
  - 2) The Company determines that the reasons for the suspension of use based on these Terms and Conditions have not been resolved on the part of the Subscriber.

#### Article 11 (Representation and Warranty Regarding Anti-Social Forces)

1. The Subscriber represents and warrants that, at the time of entering into and after the conclusion of this Service Usage Agreement, they are not a member of organized crime or a related company/group or any

other anti-social forces (hereinafter collectively referred to as "Anti-Social Forces"), and that they are not under the control or influence of Anti-Social Forces.

2. If the Subscriber is reasonably deemed to fall under any of the following items, the Company may terminate the Service Usage Agreement without any prior notice:

- 1) Belonging to Anti-Social Forces.
- 2) Having substantial involvement of Anti-Social Forces in management.
- 3) Utilizing Anti-Social Forces.
- 4) Providing funds or providing any other benefits to Anti-Social Forces.
- 5) Having a relationship with Anti-Social Forces that is socially condemnable.
- 6) Engaging in fraudulent acts, violent behavior, or the use of threatening language towards stakeholders themselves or through a third party.

3. The Subscriber who falls under any of the items in the preceding paragraph shall be liable for compensating the Company for any damages incurred by the Company due to the termination, and shall not have the right to claim compensation for damages suffered by themselves from the Company.

#### Article 12 (Miscellaneous)

1. Even if any provision of these Terms and Conditions is determined to be invalid or unenforceable due to being in violation of the law or for any other reason, the provisions other than such provision shall remain valid and enforceable.
2. Unless explicitly notified to the Subscriber by the Company of its waiver of rights, the rights of the Company arising from these Terms and Conditions shall not be waived.
3. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Japan. Any disputes regarding these Terms and Conditions or any rights and obligations arising from or in connection with this Service shall be exclusively subject to the jurisdiction of the Tokyo Summary Court or Tokyo District Court as the court of first instance.
4. Lawsuits related to this Service must be filed within one year from the occurrence of the cause of action.

Attachment: “IIJ Service List”

Application:

This service has the following types of plans.

Product Name	Plan	Activation Period
J A L A B C S I M	7-day plan	As stated on the back of the product.
J A L A B C S I M	15-day plan	As stated on the back of the product.
J A L A B C S I M	30-day plan	As stated on the back of the product.
<p>※1 In case the amount of high-speed data usage exceeds the specified limit, the maximum communication speed may be restricted to 200Kbps.</p> <p>※2 In order to ensure fair service provision and avoid impacting other customers, temporary speed restrictions may be applied for large-capacity data transmission over a short period.</p> <p>※3 The available period for each plan is counted from the date when our company confirms the initial communication and is the number of days available from the day after the activation date. The subscriber should select one of the plans at the time of purchase.</p>		