

Terms of Service for "Sony Network Communications Prepaid SIM Service"

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Terms of Service

Sony Network Communications Inc. ("Sony Network") stipulates terms (the "Terms") as follows for the following services ("Service"), and shall provide the Service pursuant to the Terms.

This English translated Terms are for reference only and are subject to change without notice. If there is a conflict between this Terms and Original Terms written in Japanese (*Prepaid Gata SIM Service Goriyou-Kiyaku*), Original Terms shall prevail over this Terms.

Services:

- Prepaid LTE SIM
- Prepaid LTE SIM for Amazon.co.jp
- Prepaid LTE SIM V2

Chapter 1: General Provisions

Article 1: Definitions

Words used in the Terms are defined as follows.

- (1) "Additional Function Service" means the Additional Function Service stipulated in Attachment 1.
- (2) "Cellular Phone Company" means a cellular phone company that has executed a wholesale mobile telecommunication service agreement and other agreements with Sony Network relating to the provision of Wireless Data Transmission. The current Cellular Phone Company is NTT docomo, Inc.
- (3) "Consumption Tax Amount" means the amount of national consumption taxes levied pursuant to the Consumption Tax Act (Law No. 108 of 1988) and the provisions of regulations pertaining to said act, and the amount of local consumption taxes levied pursuant to the Local Tax Act (Law No. 226 of 1950) and the provisions of regulations pertaining to said act.
- (4) "Counterparties" means Cellular Phone Companies that have executed interconnection agreements and other agreements with Sony Network or Cellular Phone Company.
- (5) "SIM Cards" means the IC cards with subscriber information records that are loaned pursuant to the Terms; SIM Cards include three types of SIM Cards, namely the Xi-compatible SIM Card, Xi-compatible microSIM Card, and Xi-compatible nanoSIM Card.
- (6) "Subscriber Line" means a telecommunication line that the subscriber uses pursuant to an agreement related to the Service.
- (7) "Subscriber Terminal Equipment" means Terminal Equipment arranged by the subscriber for the purpose of using the SIM Cards (including equipment sold by Sony Network to the subscriber).
- (8) "Terminal Equipment" means one of the following equipment;
 - (a) the terminal equipment stipulated in Regulations Concerning the Certification of Compliance of Technical Standards for Terminal Equipment (*Tanmatsukiki-no-Gijutsu-Kijun-Tekigo-Nintei-to-ni-Kansuru-Kisoku*) (Ministry of Internal Affairs and Communications Ordinance No. 15 of 2004).
 - (b) Subscriber Terminal Equipment of Foreign Radio Stations (Provide Radio Law Article 103-5) that does not meet any of the following cases:
 - (i) Sony Network can't confirm that Subscriber Terminal Equipment conforms to Technical Standards (a requirement mandated by Radio Act Chapter 3).
 - (ii) The said Subscriber Terminal Equipment is unacceptable to connect to foreign telecommunication carriers (an agreement on an international roaming services with Sony Network or Counterparties).
 - (iii) The said connection falls within the cases specified by Article 31 of the [Ordinance for Enforcement of the Telecommunications Business Act](#).
- (9) "Universal Service Fee" means the fee stipulated by Sony Network on the basis of the amount calculated pursuant to the Regulations on Calculation of Subsidies and Allocation of Expenses Relating to the Provision of Basic Telecommunications Services (*Kisoteki-Denki-Tsushin-Ekimu-Teikyo-ni-Kakaru-Kofukin-oyobi-Futankin-Santei-to-Kisoku*) (Ministry of Internal Affairs and Communications Ordinance No. 64 of 2002) to be applied to allocation of expenses to ensure the provision of basic telecommunication services stipulated in the Telecommunications Business Act (Law No. 86 of 1984).
- (10) "Wireless Data Transmission" means transmission of codes using a packet-switching method

through wireless data transmission provided by Sony Network.

Article 2: Service

The Service is a Sony Network's telecommunications service for connection to the Internet by using wholesale telecommunications service provided by the Cellular Phone Company.

Article 3: Terms

1. The subscriber shall use the Service in accordance with the Terms and other assorted terms concerning the Service.
2. The Terms may be amended by Sony Network. In such a case, the conditions of use of the Service shall be in accordance with the amended terms.

Article 4: Application for, and Commencement of Use of, the Service and Additional Function Services

1. The use agreement for the Service will be formed when an applicant for the Service agrees to the Terms, and applies for the Service in accordance with procedures stipulated elsewhere by Sony Network, and Sony Network registers such applicant as a subscriber of the Service.
2. Sony Network shall provide Additional Function Services if a subscriber applies for such services, and Sony Network approves the application.
3. The commencement date of the Service and the Additional Function Services, which will constitute the base date for levying fees for the Service and Additional Function Services, shall be designated by Sony Network.

Article 5: (Deleted)

Article 6: Approval of Application to Use the Service

1. An applicant for the Service who is a minor under 20 years shall obtain the prior consent of his/her legal representative before applying for the Service. A minor who is under the age of 18 may not apply for the Service even if the prior consent of his/her legal representative has been obtained.
2. If, with respect to the application stipulated in Article 4 (Application for, and Commencement of Use of, the Service and Additional Function Services), Sony Network confirms that any of the following applies to the applicant for the Service, there may be cases where Sony Network will not approve the application; the applicant for the Service shall acknowledge the same in advance.
 - (1) If the applicant makes false entries, erroneous entries, entry omissions, or input omissions in the application for use.
 - (2) If, when the applicant applies for use, an invalidation notice is received from the designated credit card company.
 - (3) If the applicant's user eligibility for the Service or other services of Sony Network have been suspended or invalidated in the past.
 - (4) If the applicant is a minor under the age of 18 or a minor who is 18 years or older but under 20 years who has not obtained the consent of his/her legal representative.
 - (5) If Sony Network otherwise determines that there are execution or technical difficulties in the provision of services.

Chapter 2: The Service

Article 7: Use of the Service

1. Unless explicitly stipulated in the Terms, the subscriber shall bear all responsibilities with respect to information transmitted through the Service and to the use of the Service, and the subscriber shall not cause any inconvenience or damage to other subscribers, third parties or Sony Network.
2. If, in connection with the use of the Service, the subscriber causes damage to another subscriber, a third party, or Sony Network, or a dispute arises between the subscriber and another subscriber or a third party, the relevant subscriber shall compensate for such damage or resolve such dispute at such subscriber's own expense and under such subscriber's responsibility, and shall not cause any inconvenience or damage to Sony Network.

Article 8: Coverage Area

1. The coverage area of the Service is the coverage area of the Cellular Phone Company. The

Service can be provided if and only if the connected Terminal Equipment is in the coverage area; provided, however, that even in the relevant coverage area, in places where it is difficult for radio waves to reach, such as indoor areas, underground parking lots, areas behind buildings, tunnels and mountainous areas, there may be cases where communication cannot be made.

2. In the case of the preceding paragraph, unless the damage is caused by the willful misconduct or gross negligence of Sony Network, the subscriber may not make any demands from Sony Network for compensation for damage arising from the inability to use the Service.

Article 9: Restrictions on Use of Communication

1. If an unavoidable event occurs due to technical, maintenance, or other business reasons of Sony Network, or if pursuant to the terms and conditions of an agreement for communication services provided by Cellular Phone Company or an agreement executed between Cellular Phone Company and Sony Network there are restrictions on the use of communication imposed by the Cellular Phone Company, communication may be temporarily restricted.
2. If on the basis of a list prepared by the Internet Content Safety Association of websites that display child pornography, Sony Network detects a subscriber's attempt to view such websites or videos or images displayed on such websites, Sony Network may restrict the viewing of all such websites or all or some of the videos or images displayed on such websites.
3. Communications by the subscriber and users may not reach the other party in the following cases.
 - (1) If communication is severely congested.
 - (2) If communication is via exchange facilities that exceed the number established by the sender in advance.
 - (3) If communication is related to electronic mail and is sent by a method separately stipulated by Sony Network.
4. In the case of the preceding three paragraphs, unless the damage is caused by the willful misconduct or gross negligence of Sony Network, the subscriber may not make any demands from Sony Network for compensation for damage due to restrictions on communication.

Article 10: Restrictions on Airtime etc.

1. In addition to the cases stipulated in the preceding article, when communication is severely congested, Sony Network may restrict airtime or communication use in certain areas.
2. In the case of the preceding paragraph, if a natural disaster, an act of God, or other emergency occurs or is likely to occur, to give priority to communications regarding matters necessary to prevent disasters, ensure rescue, transportation, communication or electricity supply, maintain public order, or to urgent communications for the interests of the public, measures may be taken to suspend communication use (including measures to suspend communication to Subscriber Lines etc. in certain areas) except to mobile wireless devices used by organizations designated in bulletins of the Minister of Internal Affairs and Communications pursuant to the prescriptions of the Ordinance for Enforcement of the Telecommunications Business Act (such devices being limited to those stipulated in agreements between Sony Network or Cellular Phone Company and such organizations).
3. If airtime over a certain period exceeds the hours stipulated by Sony Network, or the volume of communications over a certain period exceeds the volume stipulated by Sony Network, such communications may be restricted or severed.
4. To ensure fairness of use among subscribers and to smoothly provide the Service, Sony Network may restrict the speed or volume of communications that are carried out using communication means that continuously and in large volume occupy band frequencies such as video replay and file exchange (P2P) applications.
5. In the case of the preceding four paragraphs, the subscriber may not make any demands from Sony Network for compensation for damage due to restrictions on airtime etc.
6. To restrict airtime etc. stipulated in this Article 10, Sony Network may collect, analyze or store information related to the communications.

Article 11: Measuring Airtime

The method of measuring airtime relating to the Service shall be as follows.

- (1) Airtime shall be the elapsed time starting from such time as the sender and receiver are both connected to subscriber lines etc. and able to communicate until such time as the sender or receiver receives a signal that the communication has ended and communication cannot be made; airtime shall be measured by Sony Network's equipment (including equipment of

Counterparties, In case of interconnection.).

- (2) Notwithstanding the stipulations of the preceding item, if communication is temporarily restricted because of a malfunction of a subscriber line etc. or other reasons not attributable to the sender or receiver of the communication (in the case where communication is temporarily restricted under Article 9 (Restrictions of Communication Use), if notice of such restrictions is given), airtime shall be the time under terms stipulated elsewhere by Counterparties.

Article 12: Communication Speed

1. The communication speed of the Service stipulated by Sony Network is not an indication of the actual maximum communication speed; the subscriber acknowledges that communication speed may change or decrease because of the SIM Card used by the subscriber, information communication equipment, network environment, or other reasons.
2. Sony Network does not make any guarantees regarding the communication speed of the Service.
3. The subscriber acknowledges in advance that, because of radio wave conditions or other reasons, incoming and outgoing messages, data and information may be damaged or lost.

Article 13: Subscriber Identification Number

Subscriber identification numbers will be given by Sony Network. Subscriber may not request to change the given identification numbers.

Chapter 3: Terminal Equipment and SIM Card

Article 14: Subscriber's Duties Relating to Terminal Equipment Use

1. The subscriber shall maintain Terminal Equipment to conform to technical standards ("Technical Standards") stipulated in laws and regulations related to the Telecommunications Business Act and the Radio Act, or Article 1-1-(8) of this Terms.
2. The subscriber shall comply with the following with respect to Terminal Equipment.
 - (1) The subscriber shall not remove, alter, disassemble or damage the Terminal Equipment, or connect it to any lines or other conductors; provided, however, that the foregoing will not apply if at times of natural disaster or other circumstances it is necessary to protect the Terminal Equipment.
 - (2) The subscriber shall not intentionally leave the Terminal Equipment connected to a line, or engage in any other act that would damage communication transmission switching.
 - (3) The subscriber shall not display, change or erase subscriber identification numbers or other information registered on the Terminal Equipment.

Article 15: SIM Card

1. Use of the Service requires a SIM Card. The SIM Card is loaned by Sony Network to the subscriber, and will not be transferred from Sony Network to the subscriber.
2. The subscriber shall manage the SIM Card with the due care of a good manager.
3. The subscriber shall not loan, assign or sell the SIM Card to, or in any other way allow the use of the SIM Card by, a third party other than the subscriber .
4. Damage to the SIM Card caused by subscriber's inadequate management or erroneous use, or by use by a third party etc., shall be borne by the subscriber, and Sony Network will not bear any responsibility. Further, fees that arise from the use of the SIM Card by a third party shall all be borne by the subscriber who is responsible for the management of such SIM Card.
5. If the subscriber learns that the SIM Card is being used by a third party, the subscriber shall immediately contact Sony Network to that effect, and if there are instructions from Sony Network, the subscriber shall follow such instructions.
6. Sony Network has the duty to repair or replace the SIM Card (but it may not be replaced with a different type of SIM Card) at its expense if and only if the SIM Card malfunctions because of reasons not attributable to the subscriber.
7. The subscriber shall not display, change or erase subscriber identification numbers or other information registered on the SIM Card.
8. The subscriber shall not cause any alteration or damage to the SIM Card that would interfere with the operations of Sony Network, Cellular Phone Company or a third party. If the SIM Card malfunctions because of reasons attributable to the subscriber, the costs to repair or replace the SIM Card shall be borne by the subscriber. In such a case, in addition to repair or replacement

costs, the subscriber shall pay Sony Network damages prescribed in the Chart 1, Section 5 of the attached Fee Schedule.

9. The subscriber agrees in advance that the SIM Card cannot be returned or replaced except in the cases stipulated in the preceding paragraph.
10. The subscriber shall pay use fees for the SIM Card to Sony Network by including such fees in the use fees for the Service.
11. The use of a SIM card other than the SIM Card by the subscriber may not only cause the subscriber to be unable to receive the connection services of the Service, but may also cause Sony Network's and Cellular Phone Company's communication equipment to fail. Liability for compensation for any damage suffered by Sony Network, the Cellular Phone Company, or a third party caused by the use of a SIM card other than the SIM Card by the subscriber shall be borne by the subscriber.
12. After termination of the agreement for the Service, the subscriber shall return the SIM Card by the date stipulated by Sony Network; if the return is not made by such date or if there is damage, the subscriber shall pay Sony Network damages as prescribed in the Chart 1, Section 5 of the attached Fee Schedule.

Article 16: (Deleted)

Article 17: Management of ID etc.

1. The subscriber shall have the responsibility to manage IDs, passwords, and other information necessary for using the SIM Card ("ID etc.").
2. The subscriber shall not loan, assign or sell the ID etc. to, or in any other way allow the use of the ID etc. by, a third party other than the subscriber.
3. Damage caused by subscriber's inadequate management or erroneous use, or by use by a third party etc., of the ID etc. shall be borne by the subscriber, and Sony Network shall not bear any responsibility. Further, all fees that arise from the use of the ID etc. by a third party shall be borne by the subscriber who is responsible for the management of such ID etc. unless such use of the ID etc. by a third party is attributable to Sony Network.
4. If the ID etc. is forgotten, or the subscriber learns that the ID etc. is being used by a third party, the subscriber shall immediately notify Sony Network to that effect, and if there are instructions from Sony Network, the subscriber shall follow such instructions.

Article 18: Subscriber Terminal Equipment

1. The subscriber shall prepare and maintain equipment necessary for using the Service at the subscriber's expense and under the subscriber's own responsibility.
2. If the equipment necessary for using the Service does not conform to Technical Standards, the Service may not be used on such Subscriber Terminal Equipment.
3. In the cases of the preceding paragraph, Sony Network shall not bear any liability for damage suffered by the subscriber or a third party.

Chapter 4: Suspension of Provision of the Service, Use Stoppage, and Cancellation

Article 19: Suspension of Provision of the Service

1. If any of the following applies, Sony Network may suspend the provision of the Service.
 - (1) If unavoidable because of maintenance or construction work on Sony Network's telecommunication equipment.
 - (2) If communication use is restricted under Article 9 (Restrictions on Use of Communication) or Article 10 (Restrictions on Airtime etc.).
 - (3) If communication use is restricted under the terms and conditions of the Cellular Phone Company.
2. With respect to the suspension of use pursuant to this Article 19, Sony Network shall not compensate for damage or refund fees for the Service in whole or in part.

Article 20: Use Stoppage

1. In addition to cases stipulated as specifications of the Service, if any of the following applies to the subscriber, Sony Network may stop the provision of the Service for a period stipulated by Sony

Network.

- (1) If the subscriber has not paid fees for the Service or other obligations even after the payment deadline has passed (including cases where payment is not made in the manner stipulated by Sony Network, and cases where Sony Network cannot confirm payment after the payment deadline has passed).
 - (2) If it is ascertained that the application for the Service contained matters that were not true.
 - (3) Notwithstanding changes to information the subscriber has filed with Sony Network, the subscriber fails to file such changes, or if it is ascertained that the any of the information files was not true.
 - (4) If the subscriber does not comply with the subscriber confirmation stipulated in Article 43 (Subscriber Confirmation).
 - (5) If the subscriber engages in a prohibited act stipulated in Article 40 (Prohibited Matters).
 - (6) If the subscriber breaches the stipulations of Article 18 (Subscriber Terminal Equipment), and uses the SIM Card on any Subscriber Terminal Equipment that does not conform to Technical Standards.
 - (7) If the subscriber engages in any act that causes or is likely to cause problems with telecommunications equipment related to Sony Network's operations or the Service.
 - (8) If the subscriber uses the Service in a manner that would cause material problems for other subscribers.
 - (9) If the subscriber uses the Service in an unlawful manner.
 - (10) If the subscriber dies or is liquidated.
 - (11) In addition to the foregoing items, if the subscriber engages in an act that violates the stipulations of these Terms.
2. Even if the provision of the Service is stopped pursuant to this Article 21, use fees for the Service will still arise (monthly fees such as base monthly fees, Universal Service Fees and Additional Function Services (fee-based services)).
 3. With respect to the stoppage of the provision of the Service pursuant to this Article 21, Sony Network will not compensate for damage or refund fees for the Service in whole or in part.

Article 21: Cancellation of Use Agreement by Sony Network

1. If the subscriber to whom the provision of Service is stopped pursuant to the stipulations of Paragraph 1 of the preceding article does not resolve the reason for discontinuation, Sony Network may cancel the relevant use agreement.
2. If any of the stipulations of the items of Paragraph 1 of the preceding article applies to the subscriber, and it is determined that such situation has caused severe hindrances to Sony Network's operations, notwithstanding the stipulations of the preceding paragraph, Sony Network may choose not to stop use, but choose instead to cancel the relevant use agreement.

Article 22: Acceleration

If pursuant to the stipulations of the preceding two articles the provision of the Service is stopped or the use agreement for the Service is cancelled, the relevant subscriber shall lose the benefit of time, and shall pay Sony Network the full amount of the obligations related to the Service that have arisen by the day of stoppage of provision of the Service or the cancellation of the use agreement for the Service, in lump sum by the method designated by Sony Network.

Article 23: Termination

1. The subscriber agrees in advance that the use agreement for the Service cannot be terminated during the effective term of the Service.
2. If in the repair or exchange of the SIM Card, Sony Network does not receive the repaired or exchanged SIM Card, the Service shall terminate on a date separately designated by Sony Network.

Chapter 5: Fees

Article 24: Fees

1. Fees for the Service provided by Sony Network are base use fees, Universal Service Fees, Additional Function Services fees, procedural fees, and other fees stipulated in the fee schedule stipulated separately by Sony Network; the subscriber shall have the duty to pay such fees.

2. The SIM Card Damages if the SIM Card loaned by Sony Network is lost or damaged, or is not returned to Sony Network for any other reason, shall be in accordance with the fee schedule separately stipulated by Sony Network; the subscriber shall have the duty to pay the SIM Card Damages.

Article 25: Duty to Pay Base Use Fees

From the date Sony Network loans the SIM Card pursuant to the relevant agreement, as consideration until the last day of the period or the day a certain communication fee level is reached stipulated in the attached Fee Schedule 1, Section 1 (Base Fees), whichever comes earlier, the subscriber to the Service shall pay the fees stipulated in the attached Fee Schedule 1, Section 1 (Base Fees), Section 2, (Additional Function Services Fees) and Section 4 (Universal Service Fees).

Article 26: Duty to Pay Procedural Fees

If the subscriber makes a request that requires an application for an agreement or procedures related to the Service and obtains approval for the same, payment of procedural fees stipulated in the attached Fee Schedule 1, Section 3 (Procedural Fees) is required; provided, however, that the foregoing will not apply if prior to the commencement of such procedures the relevant agreement is cancelled or the request is withdrawn. In such a case, if there are any fees that have already been paid, Sony Network will refund such fees.

Article 27: Calculation of Fees etc.

The method of calculating the fees and the method of paying the fees shall be in accordance with separate stipulations by Sony Network.

Article 28: Penalty

If the subscriber unlawfully evaded payment of fees, the subscriber shall pay as a penalty an amount equal to double the evaded amount (the amount without the Consumption Tax Amount added) plus the Consumption Tax Amount thereupon (for fees that, under the stipulations of the fee schedule, the Consumption Tax Amount is not to be added, the amount equal to the double the amount that was not paid).

Article 29: Delay Interest

If fees or other obligations (excluding delay interest) have not been paid even after the payment deadline has passed, the subscriber shall pay delay interest calculated at the rate of 14.5% per annum for the number of days from the day following the payment deadline until the day preceding the payment date; provided, however, that the foregoing will not apply if payment is made within 15 days from the day following the payment deadline.

Article 30: Changes to Fees etc.

By notifying the subscriber in advance in a manner determined to be appropriate by Sony Network, Sony Network may change the Service fees and method of payment; provided, however, that Sony Network may post the particulars of changes to the Service fees and method of payment on its website instead of notifying the subscriber. In such a case, if within eight days from the day notice is given regarding the change in the Service fees or method of payment, there is no request for termination of the Service by the subscriber, the subscriber shall be deemed to have agreed to such changes.

Chapter 6: Compensation for Damage

Article 31: Damage for Inability to Use the Service

1. In a case where Sony Network is unable to provide the Service for reasons attributable to Sony Network though Sony Network shall provide the Service, if and only if such a situation continues for 24 hours or more from the time Sony Network recognizes that the Service is completely unavailable (including a case where, because of severe obstacles to all communication through the telecommunications equipment related to the relevant agreement, the situation is equivalent to not being able to use the Service at all; hereinafter the same), Sony Network shall compensate for damage suffered by the relevant subscriber.
2. In a case of the preceding paragraph, with respect to the time (limited to a period that is a whole

multiple of 24 hours), following Sony Network's recognition that the Service is completely unavailable, that such situation continues, the number of days shall be calculated in 24-hour increments; subscribers affected by such outage shall be granted a period of use of the Service corresponding to such number of days, and this shall be deemed to be compensation for the damage suffered.

3. If the Service is not provided because of Sony Network's willful misconduct or gross negligence, the stipulations of the preceding two paragraphs will not apply.

Article 32: Disclaimers

1. When repairing or restoring telecommunications equipment, any messages, data, information or other contents recorded on such telecommunications equipment may be altered or lost. If the foregoing causes any damage, unless there is willful misconduct or gross negligence on the part of Sony Network, Sony Network shall not be liable for compensation or such damage.
2. Even if reconstruction or modifications ("Reconstruction etc." in this Article 32) to Subscriber Terminal Equipment is required because of an amendment to these Terms etc., Sony Network shall not bear the costs required for such Reconstruction etc.

Article 33: Maximum Amount of Damage Compensation

In all cases where Sony Network is liable for compensation for damage to the subscriber, the scope of the damage compensation shall be limited to the extent of ordinary damage actually suffered by the relevant subscriber, and the maximum aggregate amount is the amount of fees Sony Network received from such subscriber until the relevant damage was suffered; provided, however, that the foregoing will not apply if there is willful misconduct or negligence on the part of Sony Network.

Chapter 7: Maintenance

Article 34: Sony Network's Maintenance Responsibilities

Sony Network shall maintain its telecommunications equipment to conform to the Regulations for Telecommunications Equipment for Business Use (Ministry of Posts and Telecommunications Ordinance No. 30 of 1985).

Article 35: Subscriber's Maintenance Responsibilities

1. The subscriber shall maintain Subscriber Terminal Equipment to conform to technical standards and technical terms stipulated by Sony Network.
2. In addition to the stipulation of the preceding paragraph, the subscriber shall maintain Subscriber Terminal Equipment (limited to mobile wireless devices) to conform to the wireless equipment regulations.

Article 36: Subscriber's Responsibility to Isolate Problems

If the Subscriber Terminal Equipment is connected to the Subscriber Lines, and the Subscriber Lines and other telecommunications equipment of Sony Network cannot be used, the subscriber shall verify that there is no malfunction in such Subscriber Terminal Equipment and then request repairs from Sony Network.

Article 37: Repairs and Restoration

If telecommunications equipment installed by Sony Network malfunctions or is lost, Sony Network shall promptly repair or restore such equipment; provided, however, that there is no guarantee of repair or restoration within 24 hours.

Article 38: Warranty Limitations

1. Regarding communication use, except for Sony Network's telecommunications equipment, Sony Network cannot warrant the quality of communication relating to telecommunications equipment connected via interconnection points etc.
2. Because of the high degree of complexity of technical standards related to the Internet and computers, technical standards related to transmission lines and other infrastructure, and the network itself, Sony Network cannot warrant that there are no defects in the Service under the current general technical standards.

Article 39: Support

1. Sony Network shall provide the subscriber with technical support stipulated by Sony Network regarding the use of the Service.
2. Except for the duty stipulated in the preceding paragraph, Sony Network does not have any duty to provide the subscriber with technical services, whether for maintenance, debugging, updating or upgrading etc.

Chapter 8: Miscellaneous

Article 40: Prohibited Matters

The subscriber shall not engage in any of the following acts in the use of the Service.

- (1) An act that infringes on copyrights or other intellectual property rights of another subscriber, a third party or Sony Network.
- (2) An act that infringes upon the property, privacy or portrait rights of another subscriber or a third party.
- (3) An act that is discriminatory or slanderous to, or that impairs the reputation or credit of, another subscriber or a third party.
- (4) An act that would lead to fraud or other crimes.
- (5) The act of transmitting or posting images or writings that constitute obscenity, child pornography or child abuse.
- (6) The act of starting or soliciting for pyramid schemes.
- (7) The act of transmitting or posting false information, or the act of falsifying or erasing information.
- (8) An act that violates the Public Offices Election Act.
- (9) An act for the purpose of commercial gain through or related to the Service, or an act for the purpose of preparation thereof, for which Sony Network's prior approval has not been obtained.
- (10) An act that hinders the Service or the operation of servers or other equipment managed by a third party.
- (11) The act of transmitting advertisements or solicitation emails to another subscriber or a third party without permission, the act of impeding the transmission or reception of emails of another subscriber or a third party by transmitting a large volume of email or other ways, and the act of transmitting an email (hate email) that causes, or is likely to cause, disgust on the part of the receiver.
- (12) The act of using or providing computer viruses or other harmful programs, or the act of supporting, promoting or recommending the same.
- (13) The act of impersonating another subscriber to use the Service.
- (14) The act of using websites and email etc. to obtain ID etc. or other information of another person contrary to such person's intent because of a mistake by the person to whom such information is ascribed.
- (15) An act that is offensive to public order and morals (such as prostitution, violence, or brutality) or that would cause another subscriber or a third party to suffer a disadvantage.
- (16) An act that fosters an act stipulated in the preceding items.
- (17) An act that Sony Network determines to be likely to fall under the preceding items.
- (18) Any other act Sony Network determines to be inappropriate.

Article 41: Transmission of Location Information

1. If, during communication between the point of connection established by the Cellular Phone Company with Sony Network regarding the Wireless Data Transmission and the Subscriber Line, location information (meaning information relating to the location of mobile wireless device connected to the Subscriber Line; hereinafter the same in this Article 42) is required from telecommunications equipment of Sony Network in a manner separately stipulated by the Cellular Phone Company, the subscriber agrees in advance to the transmission of location information to the connection point if and only if the subscriber has set up the transmission of location information with Sony Network in advance.
2. Sony Network shall not be liable for any damage caused by the location information transmitted pursuant to the stipulations of the preceding paragraph, regardless of the cause.

Article 42: Collection of Information

Sony Network may collect and use information necessary to provide technical support to the subscriber in connection with the Service. The subscriber agrees in advance that Sony Network may be unable to provide adequate technical support etc. if the subscriber does not provide necessary information.

Article 43: Subscriber Confirmation

If subscriber confirmation (meaning subscriber confirmation as stipulated in Article 9 of the Mobile Phone Misuse Prevention Act; hereinafter the same) is sought, Sony Network shall perform subscriber confirmation for the relevant subscriber. In such a case, the subscriber shall comply with the subscriber confirmation by the deadline stipulated by Sony Network.

Article 44: Handling of Subscriber Information

1. Through the procedures stipulated in Article 4 (Commencement of Use of the Service and Additional Function Services), in accordance with Sony Network's request for the provision of subscriber information (meaning the subscriber's name, address, date of birth, subscriber identification number, and other information that could recognize or identify the subscriber; hereinafter the same in this Article 44), an applicant for the Service shall provide Sony Network with accurate information. Sony Network shall never obtain information that could identify the relevant applicant without the consent of such applicant.
2. If there are any changes to subscriber information that the subscriber has filed with Sony Network, the subscriber shall promptly notify Sony Network of such changes in a manner separately designated by Sony Network.
3. Sony Network shall manage subscriber information and history information (meaning the history of subscriber's use of the Service recorded by Sony Network; hereinafter the same in this Article 44) with the due care of a good manager under the responsibility of the Security Committee Chairman, who is the personal information protection manager.
4. The subscriber consents to Sony Network providing subscriber information and history information to Sony Network's outsources for the purpose of providing the Service.
5. The subscriber consents to Sony Network using subscriber information and history information or providing the same to a third party for the following purposes, in addition to the purpose of providing the Service.
 - (1) If Sony Network intends to notify the subscriber by email or postal mail etc. or contact the subscriber by telephone regarding additions or changes to the Service or for emergency purposes.
 - (2) If Sony Network intends to notify the subscriber by email or postal mail etc. or contact the subscriber by telephone regarding advertisements or other information on services and products offered by Sony Network's collaborators or other third party, or display the same on Sony Network's website accessed by the subscriber or on the screen of subscriber's information terminal device.
 - (3) If, for the purpose of understanding use trends relating to the Service, Sony Network performs statistical analysis of information, processes the information to a form that cannot identify the individual, and then uses or provides the information.
 - (4) If responding to demand for disclosure in conjunction with a legal duty.
 - (5) If information is being provided to a financial institution etc. for the purpose of settlement of the fees stipulated in Article 24 (Fees). In such a case, Sony Network shall provide the financial institution etc. only subscriber information that is necessary for such settlement in a form that cannot be perused by any third party other than the financial institution etc. by encryption etc.
 - (6) If the subscriber's prior consent has been obtained.
6. Notwithstanding the stipulations of Item (1) of the preceding paragraph, if the subscriber does not wish for Sony Network to provide information or receive inquiries using the subscriber information or history information, the subscriber may make a request to Sony Network to that effect, and Sony Network shall make efforts to comply with such request by the subscriber; provided, however, that the foregoing will not apply if such provision of information or inquiry by Sony Network is necessary in connection with the provision of the Service to the subscriber.
7. If the subscriber desires to refer to or change subscriber information, the subscriber may request such referral or change in accordance with procedures stipulated separately by Sony Network. Except in cases of marriage or other cases where a name change is permitted, the subscriber may not change his/her name registered with Sony Network.

Article 45: Notice of Information to Other Telecommunication Businesses

The subscriber agrees in advance that if the subscriber does not pay fees or other obligations, or does not comply with the subscriber confirmation stipulated in the preceding article, pursuant to the request of a telecommunications business other than Sony Network, Sony Network shall notify such other business of information such as the subscriber's name, address, subscriber identification number, date of birth, and payment status (limited to information that is necessary to identify the subscriber and that concerns payment status, and that is stipulated separately by Sony Network).

Article 46: Discontinuation of the Service

1. Sony Network may change, add, or discontinue the Service in whole or in part.
2. If Sony Network intends to discontinue the Service under the stipulation of the preceding paragraph, Sony Network shall provide appropriate advance notice to the subscriber.

Article 47: Changes to Technical Specifications etc. of the Service

Even if in conjunction with changes to technical specifications or other terms of provision of the Service, or updating of telecommunications equipment, the SIM Card used by the subscriber is modified or removed, Sony Network shall not bear the costs required for such modification or removal.

Article 48: Prohibition of Assignment

The subscriber must not assign to a third party the status as a subscriber or the subscriber's rights and duties under these Terms without Sony Network's prior consent.

Article 49: Severability

Even if it is ascertained that any part of these Terms is invalid or unenforceable, the validity of the remaining parts of these Terms will not be affected, and will continue to be enforceable in accordance with the terms.

Article 50: Consultations

Any questions regarding the Service or these Terms shall be resolved by Sony Network and the subscriber upon good faith consultations.

Article 51: Jurisdiction

If the need for any litigation in relation to these Terms arises between the subscriber and Sony Network, the Tokyo District Court will be the exclusive court of first instance.

Article 52: Governing Law

The establishment, effect, performance and interpretation of these Terms will be governed by the laws of Japan.

Article 53: Transitional Measures

The subscriber who starts to use this services on or before September 30, 2016 and continues to use after October 1, 2016 shall be treated as follows:

- (1) The agreement with the Cellular Phone Company according to Article 5 (deleted on October 1, 2016) shall be terminated on September 30, 2016.
- (2) Subscriber Identification Number given by the Cellular Phone Company according to Article 13 (deleted on October 1, 2016) shall be unchanged and remain in effects for using the services after October 1, 2016.
- (3) SIM Card loaned by the Cellular Phone Company according to Article 13 (deleted on October 1, 2016) shall be deemed as loaned by Sony Network on and after October 1, 2016.

Fee Schedule

General rules

1. Method of calculating fees

On this fee schedule, the amount of fees is stipulated without including the Consumption Tax Amount ("Pre-tax Amount").

Note: The amount after adding the Consumption Tax Amount to the Pre-tax Amount ("After-tax Amount") stipulated in this fee schedule is displayed pursuant to Article 63 of the Consumption Tax Act, and may differ from the amount that must actually be paid when calculated with the After-tax Amount.

2. Handling of fractions

If, in the calculation of fees and other amounts, fractional amounts of less than one yen arise, such fractional amounts will be rounded off.

3. Payment of fees

The subscriber shall pay fees for the Services in advance. In such a case, the subscriber shall pay such fees at the place designated by Sony Network or by remittance.

4. Fees shall be paid in the order of arrival of payment deadlines.

5. Addition of the Consumption Tax Amount

Pursuant to provisions in Article 24 (Fees) to Article 26 (Duty to Pay Procedural Fees), the amount that must be paid for fees stipulated in this fee schedule is the amount after adding the Consumption Tax Amount to the Pre-tax Amount; provided, however, that the foregoing will not apply to fees that are stipulated only as After-tax Amount.

Chart 1. Fees

I. Base Use Fees

1. Application

Application of Base Use Fees																			
(1) Fee plan	<p>a. The following are the types of fee plans</p> <p>(1) Prepaid LTE SIM</p> <table border="1"> <thead> <tr> <th>Plan name</th> <th>Overview</th> </tr> </thead> <tbody> <tr> <td>Plan 1.2G</td> <td>1.2GB available communication data; use period is 30 days including the day usage registration is completed.</td> </tr> <tr> <td>Plan 2.4G</td> <td>2.4GB available communication data; use period is 30 days including the day usage registration is completed.</td> </tr> <tr> <td>Plan 3.2G</td> <td>3.2GB available communication data; use period is 60 days including the day usage registration is completed.</td> </tr> </tbody> </table> <p>(2) Prepaid LTE SIM for Amazon.co.jp</p> <table border="1"> <thead> <tr> <th>Plan name</th> <th>Overview</th> </tr> </thead> <tbody> <tr> <td>Plan 2G</td> <td>2GB available communication data; use period is 30 days including the day usage registration is completed.</td> </tr> <tr> <td>Plan 12G</td> <td>12GB available communication data; use period is 180 days including the day usage registration is completed.</td> </tr> </tbody> </table> <p>(3) Prepaid LTE SIM V2</p> <table border="1"> <thead> <tr> <th>Plan name</th> <th>Overview</th> </tr> </thead> <tbody> <tr> <td>Plan 215MB/Day</td> <td>215MB per 1 day as available communication data; use period is 7days including the day usage registration is completed.</td> </tr> </tbody> </table> <p>b. The subscriber shall choose one of the fee plans. c. The subscriber shall register for use of the Service within 14 days from the day the SIM Card is loaned by Sony Network, or by the activation deadline indicated on the SIM Card, whichever is earlier; if such period lapses, the subscriber may not use the Service.</p>	Plan name	Overview	Plan 1.2G	1.2GB available communication data; use period is 30 days including the day usage registration is completed.	Plan 2.4G	2.4GB available communication data; use period is 30 days including the day usage registration is completed.	Plan 3.2G	3.2GB available communication data; use period is 60 days including the day usage registration is completed.	Plan name	Overview	Plan 2G	2GB available communication data; use period is 30 days including the day usage registration is completed.	Plan 12G	12GB available communication data; use period is 180 days including the day usage registration is completed.	Plan name	Overview	Plan 215MB/Day	215MB per 1 day as available communication data; use period is 7days including the day usage registration is completed.
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Plan name	Overview																		
Plan 215MB/Day	215MB per 1 day as available communication data; use period is 7days including the day usage registration is completed.																		
(2) Change of fees	Fees are subject to change for reasons of the retail outlets.																		

2. Fees

Plan	Per contract	
	Fee	
	The following Pre-tax Amounts	
Prepaid LTE SIM	Plan 1.2G	3,241 yen
	Plan 2.4G	4,167 yen
	Plan 3.2G	5,093 yen
Prepaid LTE SIM for Amazon.co.jp	Plan 2G	3,352 yen
	Plan 12G	12,500 yen
Prepaid LTE SIM V2	Plan 215MB/Day	2,246 yen

II. Additional Function Service Fees

1. Fees

(1) Prepaid LTE SIM

Category	Unit	Fee (per 1 time)
		The following Pre-tax Amounts
Charge (1GB)	Per one charge request	2,838 yen

(2) Prepaid LTE SIM for Amazon.co.jp

Category	Unit	Fee (per 1 time)
		The following Pre-tax Amounts
Charge (200MB)	Per one charge request	1,500 yen
Charge (500MB)	Per one charge request	2,000 yen
Charge (1GB)	Per one charge request	2,838 yen

(3) Prepaid LTE SIM V2

Category	Unit	Fee (per 1 time)
		The following Pre-tax Amounts
Charge (Unlimited/1day)	Per one charge request	1,000 yen

III. Procedural fees

1. Application

Application of Procedural Fees		
(1) Type of procedural fees	Procedural fees are as follows.	
	Type of fee	Details

	SIM card replacement fee	The fee to be paid when a SIM Card is re-issued
(2) Non-applicability of SIM card replacement fee	If, in a case where a SIM Card is re-issued, the re-issuing is because of initial failure of the SIM Card or failure not attributable to the subscriber, notwithstanding Section (1) and 2. (Fee amount), the SIM card replacement fee will not apply.	
(3) Procedural fee reduction/waiver	Notwithstanding Section (1) and 2. (Fee amount), taking into account the procedural situation, Sony Network may reduce the fee amount or waive it altogether.	

2. Fee

Type of fee	Unit	Fee
		The following Pre-tax Amount
SIM card replacement fee	Per card	3,000 yen

IV. Universal Service Fee

1. Application

Application of Universal Service Fee	<p>a. The subscriber must pay the Universal Service Fee.</p> <p>b. The Universal Service Fee the subscriber pays is included in the amount of the base use fee.</p>
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2. Fee

Category		Unit	Fee (monthly)
Universal Service Fee	Base amount	Per contract	2 yen (Pre-tax Amount)

Note: The Universal Service Fee is a fee paid to ensure the provision of the universal services; if there is any change to costs related to the universal services system, the fee will be reviewed.

V. SIM Card Damages

1. Application

Applicability of SIM card damages	If, in a case where the SIM Card should be returned to Sony Network, the SIM Card loaned by Sony Network is not returned by the deadline stipulated by Sony Network, SIM card damages must be paid.
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2. Fee

Per card: 3,000 yen (Pre-tax Amount)

Attachment 1: Additional Function Service

Type	Provision Terms										
<p>Charge service</p> <p>A service whereby Wireless Data Transmission of the subscriber to each plans stipulated in the attached Fee Schedule Chart 1, Section 1 (Base Use Fees) can use communication up to the communication data volume stipulated by Sony Network. (Network Speed as described in Important information)</p>	<p>(1) Types of charge:</p> <table border="1"> <thead> <tr> <th>Charge name</th> <th>Available communication data volume</th> </tr> </thead> <tbody> <tr> <td>Charge (200MB)</td> <td>200MB</td> </tr> <tr> <td>Charge (500MB)</td> <td>500MB</td> </tr> <tr> <td>Charge (1GB)</td> <td>1GB</td> </tr> <tr> <td>Charge (Unlimited/day)</td> <td>Unlimited</td> </tr> </tbody> </table> <p>(2) The Subscriber of Prepaid LTE SIM may apply for Charge (1GB). Prepaid LTE SIM for Amazon. co.jp may apply for Charge (200MB), Charge (500MB) or Charge (1GB), and Prepaid LTE SIM V2 may apply for Charge (Unlimited).</p> <p>(3) The charge use period is 30 days, including the day of the charge, for Charge (200MB) and Charge (500MB), and 60 days, including the day of the charge, for Charge (1GB). The Charge use period for Charge(Unlimited/1day) is until the end of the day of the change (i.e., 23:59 JST)</p> <p>(4) Even if there is any outstanding available charge communication data volume, if the use period has passed, all use rights will be lost.</p>	Charge name	Available communication data volume	Charge (200MB)	200MB	Charge (500MB)	500MB	Charge (1GB)	1GB	Charge (Unlimited/day)	Unlimited
Charge name	Available communication data volume										
Charge (200MB)	200MB										
Charge (500MB)	500MB										
Charge (1GB)	1GB										
Charge (Unlimited/day)	Unlimited										

Attachment 2: Technical Standards and Technical Conditions to which Subscriber Terminal Equipment and Subscriber Telecommunications Equipment connected to the Subscriber Lines of the Service Should Conform

Category	Technical Standards and Technical Conditions
If connecting to the Subscriber Lines of the Service	Terminal Equipment Regulations (Ministry of Posts and Telecommunications Ordinance No. 31 of 1985)

Attachment 3: Standards for Newspaper Companies etc.

Category	Standard
1 Newspaper companies	<p>Newspaper companies that publish daily newspapers and that satisfy all of the following criteria:</p> <p>(1) Newspapers for the purpose of reporting or discussing political, economic, cultural and other public matters, that are sold widely.</p> <p>(2) Circulation for the newspaper set forth in 1 is at least 8,000 copies.</p>
2 Broadcasting companies	Broadcasting companies as stipulated in Article 2 of the Broadcast Act (Law No. 132 of 1950) and companies with cable television broadcast facilities as stipulated in Article 2 of the Cable Television Broadcast Act (Law No. 114 of 1972) that operate independent broadcasting.
3 News services	News services having as their main purpose the provision of news (meaning news and information (excluding advertisements) for publishing in daily newspapers that satisfy all of the criteria of Row 1 or for broadcasting companies to broadcast) to newspaper companies and broadcasting companies.

Attachment 4: Names of Organizations receiving Priority Treatment of Communication

Names of Organizations
<p>Meteorological organizations</p> <p>Flood control organizations</p> <p>Fire agencies</p> <p>Emergency rescue organizations</p> <p>Organizations directly related to maintaining order</p> <p>Organizations directly related to defense</p> <p>Organizations directly related to marine security</p> <p>Organizations directly related to securing transport</p> <p>Organizations directly related to provision of communication services</p> <p>Organizations directly related to securing electricity supply</p> <p>Organizations directly related to securing water supply</p> <p>Organizations directly related to securing gas supply</p> <p>Election management organizations</p> <p>Newspaper companies and other organizations meeting the standards set forth in Attachment 3</p> <p>Financial institutions providing deposit and savings services</p> <p>Organizations belonging to the national or regional governments</p>

Attachment 5: Counterparty in Interconnection Communication with Other Companies

Counterparty	Details
1 Fixed telecommunications carriers	Telecommunications carriers other than those in 2 to 4
2 PHS carriers	Counterparties that provide telecommunications services using telecommunication numbers prescribed in Article 9, Item (4) of the Telecommunications Number Regulations.
3 Cellular telephone carriers	Counterparties that provide telecommunications services using telecommunication numbers prescribed in Article 9, Item (3) of the Telecommunications Number Regulations.
4 International telecommunications carriers	Telecommunications carriers that provide international telephone services.

Note: The names of counterparties in interconnection communication with other companies are available for perusal at the service centers designated by Sony Network.

Supplementary: These Terms will be implemented from April 22, 2014.

Update July 1st, 2016

Update October 1st, 2016

Update January 1st, 2017