

Sun-Net Membership rules about SIM card and Mobile Wi-Fi

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Chapter 1 General rules

Article 1 (application of the clause)

Sunrise Corporation, Sun-Net SIM and Sun-Net mobile service offer the conditions of contract that you can find below. By signing the contract, you confirm that you have read and accepted the contract conditions and you agree with the terms of use.

Article 2 (changing the terms and conditions)

The terms and conditions may change.

The company will notify in advance to all its clients about any change in the terms and conditions.

Article 3 (service provided area)

The service of the Sun-Net SIM card is limited to Japan. However, depending of each type of SIM the statement above may be abolished.

Article 4 (contract)

1. Sun-Net SIM provides a SIM card per each contract.
2. Sun-Net SIM card itself doesn't include a voice call service. Also, this service does not offer SMS features.
3. A delivery company that we contract uses your information (name, address and so on) when they deliver SIM card.
4. The shipping might take some time by offer contents, stock and so on.
5. You cannot assign any preferred delivery date or company.
6. The shipping of the SIM card is only in Japan. We cannot deliver overseas.
7. Make sure not to take the SIM card overseas.
8. We do not provide refund even if there are some days to reissue SIM card because your service becomes unavailable as a result of loss, defect or damage of SIM Card.
9. We will ship the items after receiving the payment confirmation.
10. You need to submit a copy of your ID (ex. your passport, residency card). If your period of stay stated on the ID expires before the contract ends, you need to re-submit a copy after extending it.

11. We might ask you the purpose if you apply for more than one SIM card.

Article 5 Devices.

1. A SIM-unlocked compatible device used on this Service.
2. NTT DOCOMO's devices or SIM lock-free devices are available. (There is a part of devices not available.) AU and Softbank devices are not available.
3. You might not use a part of applications by NTT DOCOMO services and devices.
4. We may ask you to provide us with government issued identification. (技適マーク / *giteki* mark) If you use devices without it, we may refuse your service. For more information see MIC The Radio Use Web Site.
5. Please note that some SIM card may not be accepted.
6. NTT DOCOMO's devices are not necessary for release SIM-lock.
7. Only if your device supports a tethering / personal hotspot feature.

Article 6 Restrictions on rights transfers

1. The services based on a Sun-Net contract can not be transferred to another contract holder.
2. The contract holder can not sell a Sun-Net product or service to a third person.

Article 7 ID and password

1. The contract holder is responsible for managing any ID or password provided by Sun-Net.
2. In order to exercise the rights on the Sun-Net contract, the contract holder may be asked to present an ID and a password.
3. The contract holder can not give the provided ID or password to another person. There is an exception stipulated in another clause.
4. If the contract holder notices that the ID or password has been used without permission he/she should inform Sunrise Corporation.
5. The contract holder can not change the individual ID.

Chapter 2 Application and acceptance

Article 8 Application

1. Those who want to apply for a Sun-Net service should present a proof of identity (as

the passport, the residence card, license, health insurance) as stipulated in the article 9 of the Mobile voice communication service (2005 no.31).

2. You may not cancel this Service after your application. However, within 8 days from the day contract documents are received, you can cancel the contract in accordance to the system of cooling-off.

Article 9 Period of use / cancellation

1. The contract holder will be able to use Sun-Net services from the first day of the starting date until the last day of the expiry date. If the contractor wants to extend or cancel the contract, it should be reported to Sunrise Corporation at least one month before the expiry date. Otherwise, we do not accept your request.

2. You need to have a contract with us for at least 6 months. Even if you terminate the contract within 6 months, we will claim payment for 6 months. If you would like to have a contract within 6 months, the short-term plan is applied.

3. The shortest period of contract for a rental mobile Wi-Fi device is one month. If the contract is signed after the 20th day of the month, the remaining days until the end of the month will be for free.

4. In the case of cancellation of a twenty-four months mobile Wi-Fi contract, the contractor has to pay a cancellation fee and a terminal fee regardless of the number of months of usage that still remains.

5. It is mandatory that the contractor sends a written document (e-mail or letter) requesting the extension of the contract. In addition, the contractor should pay unpaid fees by the end of the contract.

6. In case of delivery of a rental terminal the contract will start even if the customer can not collect the parcel the same starting date.

7. The fact that the customer has not received the SIM card does not mean that the contract is cancelled. To cancel the contract is necessary a procedure, so please, contact our staff to do it.

8. The contractor is not able to cancel the contract outside the established area. Please, cancel it before leaving the service area.

9. In case of cancellation or extension of the contract, the contractor must send a written document one month before the end of the contract to Sunrise Corporation.

10. The contractor has to return the rental devices within a week after the end of the contract. Otherwise the contractor would pay for the price of the rental device.

11. In case of renting a device (smartphone, pocket Wi-Fi) a 5,000yen (tax included) deposit is mandatory. Once the device has been returned after the end of the contract, the deposit will be completely reimbursed. The refund will be done by cash, registered mail, international bank transfer or bank account.

Article 10 Service requirements

1. The contractor needs to specify your e-mail address in order to receive messages from Sunrise Corporation.
2. The phone number assigned by Sun-Net is out of the scope of mobile number portability (MNP) because it does not have voice communication function.

Chapter 3 Change of contract

Article 11 Change of service contents

1. The contractor can, depending on the contracted service, change its contents.
2. It is possible to change the contract. A 550yen (without taxes) fee will be included. Plan changes are only available once per month and it will be effective from the next month.
3. The customer can add 0.5GB of high speed connection for 550 yens (without taxes). The capacity will be valid until the end of the month.

Article 12 Change of the name of the contractor

The contractor should notify promptly Sunrise Corporation with the name, address and contents of the change. If there is unpaid charge or goods in transit caused by the contractor not notifying the information, these are blamed on the contractor.

Article 13 Transfer of the contractual status

1. In case of death of the contract holder, the contract would be terminated.

Chapter 4 Connection, Limitation, Forbidden things and Suspension of the service

Article 14 Connection

1. You need to set the APN to use a SIM card. Depending on the device, you need to configure APN with a PC.

2. If you connect the network for a prescribed time or over, we will suspend provision of the service for you.

3. If you do not connect the network for a prescribed time or over, we will suspend provision of the service for you.

4. When assigned to a Sun-Net SIM, a static IP address becomes global. You might not use applications that don't support NAT.

5. We have server maintenance to create a comfortable network. Therefore, during this time, the service will be temporarily stopped. We will inform about it by email/HP.

Article 15 Forbidden things

1. The following things are forbidden.

(1) Giving the device to another person, pawning it, or throwing it away.

(2) Dismantling or converting the device.

(3) Damaging, destructing, or losing the device.

(4) Staining the device. (This includes attaching a sticker, cutting, and painting)

(5) Using the service for an unauthorized purpose.

(6) Violating the forbidden things.

(7) Taking the mobile router abroad.

2. If you violate any of the things listed above, you should pay a 16,500yen fine.

Chapter 5 Forced cancellation

Article 16 Forced cancellation

1. If no improvement is made, although your internet connection has been suspended based on "Provision3" before, we can terminate the contract.

2. If you hinder us from performing our duty lucratively or affect our equipment, we may terminate the contract.

3. When either Provision 5-1 or 5-2 is applied, even if you don't use our service for a whole month, you will be obliged to pay for it, not to mention the cancellation fee, by the due date. If your payment is delayed, we will make another payment request. Of course, you will be charged for the reminder.

4. If the applicant for the service is underage, we may request for joint guarantor.

Chapter 6 Charges

Article 17 Forced cancellation

1. Although you don't receive the SIM card and start the service due to your circumstances, we start charging.
2. The contract is monthly rates. Daily rates are not available.
3. We ask you to pay that month, the following month and commission in advance.
4. You will be charged for a commission fee when you pay.
5. If your payment is overdue, we will suspend provision of the service for you.
6. Please send us back the rental device within a week after the contract expiration date. If there is no confirmation of your return within a week you will be charged with the purchase price of the rental terminal.
7. You would need to pay the initial cost each SIM card.
8. We will send the device at our expense. However, we will ask you to return it at your expense.

Article 18 How to pay

1. Although you don't receive the SIM card and start service due to your circumstances, we start charging.
2. The contract is monthly rates. Daily rates are not available.
3. We ask you to pay the actual month, the following month and commission in advance.
4. You will be charged for a commission fee when you pay.
5. If your payment is overdue, we will suspend provision of the service for you.

Article 19 Service area

1. This Service provides you with access to NTT DOCOMO's "Xi (Crossy) and 4G LTE" and "FOMA 3G" networks operated within Japan by NTT DOCOMO, INC ("DOCOMO").
2. Coverage is not available everywhere. Be sure to check coverage in the areas you are visiting.
3. Even within a coverage area, service may not be available at locations where signal is hard to reach (e.g., indoors, basements, inside tunnels, behind buildings, between mountains, at the sea). Make sure you use this service in an area with good reception.

4. You do not use overseas roaming service by NTT DOCOMO, INC (“DOCOMO”).
5. You do not use SP mode and I mode by NTT DOCOMO, INC (“DOCOMO”).

Article 20 Data speeds

1. You receive speeds up to: 150Mbps for download / 50Mbps for upload in LTE area. In FOMA High-speed area, you receive speeds up to 14Mbps for download and upload. In other areas, you receive speeds up to 384Kbps for download and upload. However, the maximum speed is different by the terminals.
2. Speeds claims represent maximum speed capabilities based on technical specifications and are not guaranteed. Actual speeds vary and may be significantly slower depending on the network equipment including your device or network availability.
3. After the monthly data transfer usage exceeds prescribed value, the maximum speeds will be reduced to 200kbps (up/down) for the rest of the billing month. For more information see specifications.
4. Details of bandwidth restrictions and congestion control are subject to change.
5. Actual speeds may vary and significantly slower depending on your device.

Article 21 Application, Cancellation and Changing the Course

1. You need to submit a copy of your ID (e.g. your passport, residence card) when you apply.
2. You need to have a contract with us for at least 6 months. Even if you terminate the contract within 6 months, we will claim payment for 6 months. If you would like to have a contract within 6 months, the short-term plan is applied.
3. Inform us by the end of the month before the expiration month if you wish to terminate the contract after your 6-month use.
4. You may not cancel this service after your application.
5. Commission fee for changing the course is 550yen (tax NOT included). You can take the changing procedure once a month and it will be applied from the next month.
6. There is not cancellation even if you don't receive the SIM card. If you would like to cancel, you need to inform us of your cancellation at least one month prior by Sun-Net information desk.
7. You are able to add the data capacity for 550yen (tax NOT included) up to two times. It is valid until the end of this month.

7. Once a purchase has been made, it cannot be cancelled and goods cannot be returned for reasons due to customer circumstances. (e.g.: by area, limit and low-speed)
8. In the case of cancellation, you need to inform us of your cancellation at least one month prior by Sun-Net information desk and you can cancel next month.
9. If you don't return the rental products within 1 week after your contract expires, we will request you to pay for the products.
10. If there is no payment confirmation during the first week after the application, the service will be stopped. If after one month the payment is still not made, the service will be cancelled. Cancelled services can not be reactivated.

Chapter 7 Personal information

Article 22 How to deal with personal information

1. Our purpose of obtaining or using personal information.
 - Identifying you.
 - Starting provision of the service, renewing your personal information, and dealing with your contract termination.
 - Billing.
 - Taking actions to improve our service and heighten customer satisfaction (sending questionnaires etc)
 - Making service proposals and offering.
 - Maintaining and improving our equipment to provide better services.
 - Others that are essential for serving you.
2. Disclosure of personal information.
 - (1) Your personal information is not disclosed to third people without your consent. However, this can be ruled out in the following cases.
 - When asked by public organizations such as the police and the court.
 - When needed urgently for protecting life or properties and when obtaining your permission is difficult.
 - (2) In addition to 2-(1), your personal information may be given to third party complying with law.
 - (3) Your personal information may be disclosed to our business partners based on personal information protect law Provision 23 Article 4-1.

Article 23 Others

1. When you use a Voice Communication, you need to install an application.
 - A minor must obtain the consent of his/her statutory to contract.
2. P2P application is not available.
3. Windows update might not be available.
4. We don't guarantee an operation of service and application by other company.
5. The telephone number assigned SIM card is not subject to MNP.
6. We are using Outbound Port25 Blocking against spam mail.
7. Congestion control may be performed to avoid congested network conditions becoming persistent.

8. 「Xi」 and 「FOMA」 a registered trademark of by NTT DOCOMO, INC (“DOCOMO”).

[Privacy policies]

We certainly understand how important it is to protect your privacy and pay attention to compliance with law.

1. We comply with the privacy-related law and deal with your personal information properly.
2. We collect personal information that is necessary for provision of the service and are sure to disclose the purpose in advance. We use the information when necessary for achieving our goal. We try our best to keep your information correct and updated all the time.
3. We and our business partners make it a rule to learn more about protection of privacy and supervise each of us all the time.
4. We take necessary and proper measures to prevent your personal information from leaking, being lost, or damaged.
5. We are all ears to any opinions and requests you may have.