

Sun-Net Internet Service Membership rules

平成 29 年 7 月 1 日版



< Chapter 1>provisions

***Provision 1 (Purpose)**

1. In order to manage our internet service "Sun-Net" lucratively, we are always keen to improve our service and therefore ask you to follow our membership rules.
2. When the matters that the rules cannot work out happen, they are based on the related law.

***Provision 2 (Definition of members)**

1. On our acceptance, you should be regarded as our member.
2. Our members should be composed of the residents and the staff of the dormitories we serve.
3. Based on Provision 7 of Chapter 2, our members should pay the necessary fees.

***Provision 3 (Coverage)**

1. The rules are applied to all members.

***Provision 4 (Revision of our membership rules)**

1. We can revise our membership rules when required, and we notify you by e-mail or by mail whenever they are revised.
2. If we don't receive any objection even after a week from our notification, we can judge everyone agrees unanimously.

***Provision 5 (Membership rules)**

1. When your room number (including moving out), phone number, or your e-mail address is changed, you need to notify us. Otherwise, you may not be able to use our service. In addition, regarding this, we cannot indemnify you at all.
2. You are not allowed to lend or give the right to use our service (including your e-mail address) to third parties. Each person should make a contract with us. Therefore, you can NOT share a contract with anyone else. If you violate this, you should pay a fine by the due date
3. We are not responsible for any trouble that happens whilst you are using other services through us.

***Provision 6 (personal information protection)**

We promise we will follow our privacy policies, personal information protection law, and all of the related law when obtaining your personal information and dealing with it.

< Chapter 2>provider service

***Provision 1 (Membership period)**

1. Your contract period should be for at least six months, counting from the date of your subscription. However, the shorter-term contracts we specially accept don't hold true for this, and therefore, follow their own membership rules.
2. To continue using the service, you should extend the contract by e-mail/document before it expires. If no request is made, the contract automatically expires.

***Provision 2 (midterm cancellation)**

1. You can terminate the contract before the expiration date
2. You need to inform us of your cancellation at least one month prior by document/e-mail or on the web. Furthermore, you are obliged to pay the unpaid fee, the cancellation fee, and all of the necessary fees in a lump-sum by the due date. Regarding the fee for the final month of contract, you are requested to pay for a whole month even if you don't use our service until the end of the month.
3. If you terminate the contract WITHIN six months, you will be requested to pay for the six months. The details should be based on 2-1 ~ 2.

***Provision 3 (Suspension of service provision)**

1. We can suspend provision of the service when your payment is not made by the due date or when you don't follow our membership rules, Provision6.
2. When we suspend your internet connection, we will be sure to notify you of the details and the date in advance. However this cannot be applied in the following cases.
 - You violate our membership rules Provision6
 - You prevent us from providing our service.
 - You prevent (or may prevent)other members from communicating smoothly.

If we cannot contact you for the reason that we haven't been informed of your new address or phone number, our notification can be regarded as done

3. We can suspend provision of the service for those who violate our membership rules "Provision 6" for more than a month.

***Provision 4 (Suspension of the services)**

1. With a notice, you can suspend using our service for the following reasons. You won't be charged for the period of suspension. However, you will be requested to follow the rules when making a notification.

(1)When your situations force you to suspend receipt of the service

(2)When there are special reasons we can accept.

***Provision 5 (Forced cancellation)**

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

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 a whole month, 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.

***Provision 6 (Forbidden things)**

1. The following things are forbidden.

(1) Uploading or downloading the data that infringes (or may infringe) other people's intellectual property right (copyrights, patent rights etc) illegally without permission. Exchanging files illegally with file exchange software. ※
The word "other people" includes us.

(2) Intruding other peoples' properties, privacy or portrait rights.

(3) Discriminating or hurting others, or damaging their fame or credit

(4) Committing or causing crimes

(5) Displaying, sending, or having anything that shows child pornography or child abuse. Sending (or enabling others to receive) harmful computer programmes.

- (6) Using our service under the name of others (Including working on e-mail headers for this purpose)
 - (7) Using our service unfairly or obtaining the necessary data for this purpose
 - (8) Preventing others from using our service or their communications equipment
 - (9) Preventing (or may prevent)us from using or managing our system smoothly by accessing our equipment infinitely
 - (10) Obtaining other people's personal information without their permission or by deceit(This includes phishing.)
 - (11) Using our service for commercial purposes
 - (12) Hindering us from supplying our service or affecting other peoples' communications
 - (13) Using our service by using a wireless LAN router we don't lend you.
2. If you violate our membership rules 10-1, we can terminate the contract with you immediately and ask you to pay for the remaining contract period in the lump by the deadline. It is impossible for us to repay you any fee that we have already received.
 3. If you damage other members or third parties in violation of "10-1", it will be you that should compensate for this. We cannot take any responsibility. Furthermore, if we are damaged by you, we can claim damages against you.

***Provision 7(Service)**

1. We should receive your payment for the contract period in one of the available ways. Our policies ask you to pay the following month in advance. More in detail, the fee for the following month should be paid by the end of the month. However, if you change the way of paying, the balance should be adjusted after the following month.
2. If your payment is not made by the deadline, you will be charged for a reminder (=200yen). Furthermore, if your payment is not made even after the reminder is issued, you will be obliged to pay extra 100yen in addition to the above-mentioned 200yen.
3. All commission fees that we can charge you must be paid by the customer.
4. When "Provision 2-1 or 5-1 is applied in addition to 5-2, we can repay you the remaining amount of money after receiving all of the necessary fees.
5. The monthly charge and the entrance fee include the charge for communications,

an e-mail account, and for the services written in "Provision8-1".

6. If you cannot use our service for more than five consecutive days counting from the date of your notification, we can repay you for the period of your disconnection. ※ This is applied ONLY when we are to blame. Also, the following cases don't deserve a refund.

1. Due to your own PC, connector, or mistakes in your settings

2. Due to the disconnection you (third party) brought about on purpose or by accident

3. Due to a fire or a blackout

4. Due to a disaster such as an earthquake, an eruption, and a flood

5. Due to a war, a riot, and to chaos

6. Due to our technical or optional decision with a prior notice

7. Regarding the above ① or ②, we can visit you for repairing at your cost.

***Provision 8 (Individual information)**

1. Our service includes giving instructions on system settings and installing software and helping you on the phone.

2. We can check your communications equipment like PCs for free only on the day of our presentation. You are charged for our help after the following day.

***Provision 9 (RENTAL product)**

1. You should return the wireless router we lend you when you terminate the contract or you would like to stop using it. However, if you wish to buy it, you need not to return.

2. If the instrument we lent is broken (or lost) by you on purpose or by accident, you need to compensate for it.

3. You should return the wireless router we lend you within one week after you do the end of your contract (including midterm cancellation). If you don't return it, we can claim payment for the wireless router.

4. If we cannot contact you because you leave dormitory, we contact your joint guarantor.

5. When you return the router, please return by initial state.

***Provision 10(Others)**

1. Sharing our service with a router is forbidden. If we find out your sharing, each person who shared with you should be charged, depending on the period of use.
2. When you move to another room, it should be you that moves the wireless LAN router we lend you.

< Chapter 3>Sun-Net Mobile plan

***Provision 1 (Membership period)**

1. Your contract period should be for at least a month. If you sign up after the 20th, the fee for the first month will be free. You cannot terminate the contract at the end of the free-of-charge period.

***Provision 2 (midterm cancellation)**

1. In the case of Purchase(Two-year contract) course, device fee will apply for midterm cancellation.
2. You need to inform us of the cancellation at least one month prior by document/e-mail or on the web. Furthermore, you will be obliged to pay the unpaid fee, the cancellation fee, and all of the necessary fees in a lump-sum by the due date. Regarding the fee for the final month of contract, you will be requested to pay for a whole month even if you don't use our service until the end of the month.

***Provision 3 (Stop of the connection)**

1. We can suspend provision of the service when your payment is not made by the due date or when you don't follow our membership rules, Provision7.
2. When we suspend provision of the service, we will be sure to notify you of the details and the date in advance. However this cannot be applied in the following cases.

- You violate our membership rules Provision7
- You prevent (or may prevent)other members from communicating smoothly.

If we cannot contact you for the reason that we haven't been informed of your new address or phone number、 our notification can be regarded as done.

***Provision 4 (service)**

1. We will send the device at our expense. However, we will ask you to return it at your expense.
2. If you don't return the router within 1week after the contract expires, we will request you to pay for the device.

***Provision 5 (start date)**

1. The contract is started upon your receipt of the rental device. When you cannot receive it, the contract will start on the expected date of device's arrival.

***Provision 6 (a service fee)**

1. If you use the service for at least a day, you should pay for a whole month. The fee is not calculated at a daily rate.
2. Your payment should be made in advance. After we confirm your first payment, we will mail you a rental device. Therefore, it takes 5-8days until the router arrives.

***Provision 7(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 the unauthorised purpose
 - (6) Violating the forbidden things
 - (7) Taking the mobile router abroad
2. If you violate one of the things listed above, you should pay a 16,500yen fine.

*VALID starting the 1st of April 2000

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[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, and being damaged.
5. We are all ears to any opinions and requests you may have.

[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 partne