

Sun-Net Internet Service Membership rules

令和3年4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 6 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)**

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

< Chapter 2>provider service

***Provision 1 (Application)**

1. Applicant shall apply for this service by agreeing to these terms and applying the method prescribed by the company.

***Provision 2 (Subscription period)**

1. Sun-net will provide a service start date on the date that the internet-connected device

will be provided to the member or on the date of arrival by mail. Estimated arrival and service start dates and months are not calculated even if the member is not on weekends or is absent.

2. There is no minimum subscription period for the service. However, for campaign members the conditions on the left do not apply and each campaign applies.
3. The contract extension procedure shall be submitted by reply to the renewal confirmation e-mail or by the document or website by the last day of the term end if there is no offer the contract expires.

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

1. You cannot cancel the contract after applying for sun-net. However, first cancellation within 8 days after the contract may accept. In that case (1000yen excluding Tax) fee will be charged (daily rate) and the application for the cancellation is required.
2. Due to the initial cancellation are limited to the following conditions.
 - ① When the connection is Poor.
 - ② When the product description is insufficient.
 - ③ If the contract based on the low has not been issued.

***Provision 4 (cancellation)**

1. The subscription contract can be canceled halfway even within the subscription period, and upon cancellation, the usage fee up to the month of cancellation and the monthly equivalent (tax exempt) cancellation fee shall be paid regardless of whether or not the contract is used. However, if you use it for 13 months or more, you will not be charged a cancellation fee.
2. In case of cancellation, please contact us with the material, email or website by the end of the previous month. In addition, you must pay the unused usage fee and cancellation fee by the date specified by our company also, for the month of cancellation you will have to pay for one month regardless of the number of days you use.

***Provision 5 (Rental products)**

1. If the contract expires or if you cancel the wireless router rental plan, please return the loaned wireless router to the company. However, if a member purchases a wireless router there is no need to return it.
2. If the rental equipment is damaged or lost due to the members intention or negligence, the member shall bear a considerable amount of money.
3. The wireless router lent by sun-net will be returned within one week after the termination of the sun-net service (including the termination of the service due to early termination and contract termination) if it's not returned the device. Actual cost of the device will charge from the members payment.
4. If we cannot contact, you due to the dormitory leaving change of address etc. We will contact the return address guardian, guarantor etc. stated in the application form.
5. When you return the product, please use the state mailed by sun-net.
6. Member must bear the shipping cost when returning the rental device.

***Provision 6(usage fee)**

1. A separate prescribed usage fee from the application start date to the contract end month will be paid by the date specified by one of the payment contracts specified by the company. The usage fee will be prepaid, the usage fee for the following month will be paid in the previous month. However, the difference caused by plan changes during the contract period will be settled in the next month. If fees are incurred depending on the payment method, payment will be made together with the usage fee.
2. If the usage fee is still not paid after the due date, you will be charged a separate reminder fee, and if it is not paid even after the reminder, the reminder fee will be added again.
3. You will have to take responsibility for the payment usage fees.
4. If there is a delay in your payment, we may send a bill or contact to your family address regarding payment of the usage fees.
5. Applicants in Provision 3 of Chapter 2 shall deduct the necessary fees, and we will refund all the remaining balance.
6. The usage fees (monthly usage fee/admission fee) include connection fees, communication fees, email address usage fees, as well as services described in Provision 12, Paragraph 1 of Chapter 2. Other details are subject to separate regulations.
7. If the usage is suspended for more than 5 consecutive days from your declaration date, we will refund the usage fee by daily usage calculation due to the system down due to our responsibility or other troubles due to the negligence of the company. However, refunds will not be given for the following reasons.
 - ① Due to a mistake in setting your personal computer or accessory device when using the Internet.
 - ② Due to the intentional disconnection of you or third person, the accidental disconnection or power interruption.
 - ③ Due to fire, power failure, etc.
 - ④ Due to natural disasters such as earthquakes, eruptions, and storm and flood damage.
 - ⑤ Due to war, upheaval, riots, mayhem, etc.
 - ⑥ In addition, when the company judges that interruption is necessary for operation or technology and notifies the member in advance of it.Moreover, optional services such as e-mail address usage fees that accompany connection fees and communication fees will not be refunded even if the usage is suspended for more than 5 days.

Provision 7 (usage fee and payment)

1. When we request for the fees specified in Provision 6 of Chapter 2, you will have to pay the fees by one of the following payment methods:
 - ① Credit Card
 - ② Japanese Bank Account (automatically direct debit)
 - ③ Cash.
2. If payment is made by direct debit, we will deduct from the Japanese bank account designated by you. In the case of credit card, the account will be deducted from the account designated by you on the transfer date specified in the membership agreement of the credit card company.

Provision 8 (suspension of using)

1. You could be suspended of using our service if the usage fee has not been paid before the payment date except for the following reasons. In addition, the usage fee during the

temporary suspension period is exempted from the daily usage calculation.

- (1) Due to public circumstances, not personal circumstances.
- (2) In the case of other special circumstances accepted by us.

Provision 9 (Prohibited actions)

1. The following actions are prohibited when using Sun-Net service:

- (1) Illegal upload and download of data belonging to the intellectual property rights of the company or others (patent rights, copyrights, etc.), some actions that may be applicable and illegal file exchange by using file exchange software, etc.
- (2) The actions that infringe or may infringe the property, private or portrait rights of other people
- (3) The actions that discriminate or slander other people, damage their honor or reputation.
- (4) Criminal actions or the action that induce or incite it.
- (5) The possession of child pornography or child abuse images, transmission or display of obscene images, sounds, documents, etc.
- (6) The actions that impersonate another person and use our service. (Including the actions that make a fake mail header to disguise people)
- (7) Unauthorized acquisition and using our information related to the settings of service.
- (8) Sending harmful computer programs or leaving them in the place where can be received by others.
- (9) The actions that may impair the use or operation of the other people telecommunication devices
- (10) The actions that may impair the use or operation of a company's facilities due to unrestricted access.
- (11) The actions that obtain personal information of another person without obtaining the consent of that person (including phishing fraud and similar).
- (12) The use of business activities and commercial purposes they are outside the scope of private use.
- (13) Execution of Sun-Net provision business or the actions that significantly impair communication of other members.
- (14) The use of services provided by the devices that were not our company's rental devices.
- (15) Sharing our service to many people who was not our member.
- (16) Lend or transfer the service of your contract to outsider.

2. In case of violating the prohibited actions in the preceding paragraph, we may have to suspend the use of internet. If you made the damages to another member or the outsider, you must compensate all expenses and we will not take any responsibility about it. If the actions cause damage to our company, we may request to you a payment about the damages.

3. When we detected that you let the outsider connect to the Internet, you might be requested the presentation of contract documents for all devices which were connected to the Internet. If you could not present these documents, we may have to suspend the use of Internet.

4. If it is obvious that you were causing third person to connect to the Internet, you must pay the fee according to the usage period of the third person by the date specified by us.

Provision 10 (Suspension)

1. After the payment deadline, if your usage fee is still not paid, we will notify you about the suspension date.
2. If you violate Provision 9 of Chapter 2 and affect the progress of Sun-Net services or the use of other members, we will stop your contract without notifying about the reason and the date of suspension. After suspension of your contract, we will notify to the contact information provided when applying for membership.
3. If you violate the prohibited actions in Provision 9 of Chapter 2, the suspension period will be one month or more. In addition, your charges will be incurred while your service is suspended.

Provision 11 (Contract Cancellation)

1. If the payment of your usage fees is delayed, we may have to cancel your subscription contract in according to Provision 9, Paragraph 2 of Chapter 2.
2. After the suspension due to Provision 9, Paragraph 2 of Chapter 2, even you respond to our request, but the according to Sun-Net Business Provision, your subscription contract may be cancelled.
3. If Paragraph 1 and 2 are applied, you must pay the Internet usage fee of the cancellation month for one month regardless of the number of days used as an administrative fee and the unpaid fees. Your payment must be made by the designated date. At that time, if there is a delay in your payment or your payment cannot be confirmed for any reason, we will send you a payment request again. In addition, we may charge the administrative fee for re-billing by adding it to the usage fee.

Provision 11 (Service)

1. We will provide you a service with local support and telephone support about system settings or troubleshooting as needed.

Supplementary Provisions: This agreement will be applied from April 1, 2000.

December 1, 2005 Partial revision December 1, 2006 Partial revision June 28, 2007 Partial revision January 7, 2008 Partial revision December 11, 2008 Partial revision September 1, 2009 Building name revision January 25, 2010 Partial revision March 4, 2010 Partial revision July 15, 2010 Partial revision October 18, 2010 Partial revision March 9, 2011 Partial revision 2011 Partial revision on September 13, 2013 Partial revision on March 15, 2013 Partial revision on March 18, 2013 Partial revision on September 4, 2013

March 19, 2014 Partial revision September 9, 2014 Partial revision February 18, 2015 Partial revision March 3, 2015 Partial revision February 13, 2018 Partial revision April 1, 2020 Partial revision

Privacy Policy**[Basic policy regarding the protection of personal information]**

Sunrise Co., Ltd. comprehends the importance of protecting personal information and thoroughly implements compliance (legal compliance) regarding protection of personal information to provide safe and secure services to earn the trust of everyone. We will strive to protect personal information in according to following basic policy:

1. We will comply with laws and regulations regarding the protection of personal

- information and try to handle personal information properly
2. The company acquires the personal information only that is necessary to provide the service and clearly defines the purpose of the use about the personal information and handles the personal information appropriately within the necessary range. We will also strive to keep personal information accurate and up to date.
 3. We conduct education and training related to the protection of personal information, thoroughly informs officers, employees and contractors to supervises and manages it.
 4. We will take appropriate safety management and preventive measures in order to prevent unauthorized access your personal information or leakage, loss or damage of your information.
 5. We will respond appropriately to your opinions and consultation regarding the handling of personal information.

[Policy regarding the handling of personal information]

We will handle your personal information to provide Sun-Net as following policy:

1. Purpose of acquisition and use of personal information

(1) The personal information obtained when you join Sun-Net and related other company services are provided will be used within the necessary range for the implementation of the business based on the following purposes.

- Confirm the identity
- Implementation measures of start/change/cancel service provision, construction work, calculation or billing service charges, service quality improvement
- CS (customer satisfaction) improvement, etc.
- Introduction and provision of services
- Products management and improvement of facilities related to the provision of services
- Other related-service operations within the necessary range.

(2) Personal information may be used within the necessary range in the preceding paragraph even after the contract cancelation.

2. Disclosure of personal information

(1) We will not disclose your personal information to third person without your consent. However, this does not apply in the following cases.

- When a formal inquiry is received from a public institution such as a court or police based on the law
- There is an emergency case to protect your life, body and property and it is difficult to obtain your consent.

(2) Your personal information may be provided to a third person in according to the provision in the preceding paragraph, the Personal Information Protection Law, the Telecommunications Business Law, other related laws and regulations.

(3) In according to the provisions of Paragraph 4, Item 1 of Provision 23 the Personal Information Protection Laws, we may provide the information to other businesses..

【Support Contact】

If you have any questions about the personal information you provided, please contact to our staff on the right. Personal information protection:

E-Mail: info@sunrise-net.co.jp