

# **Basic Terms of WiFiBOX Mobile Communication Device Rental Service**

## **Article 1 (Definitions of Terms)**

The following terms used in these Basic Terms of the WiFiBOX Mobile Communication Device Rental Service (hereinafter the "Terms") have the meanings set forth in the respective items:

1. The Service means a mobile communication device rental service provided by Telecom Square, Inc. (hereinafter the "Company").
2. WiFiBOX Members (Membership) refer to persons who have, after having voluntarily agreed to the Terms of WiFiBOX Membership, completed membership registration through the prescribed procedure.
3. Users mean WiFiBOX Members, individuals, or corporations who apply for and use the WiFiBOX Mobile Communication Device Rental Service.
4. Mobile Communication Devices mean communication equipment and terminals (SIMs, every type of terminals) and their accessory equipment that constitutes the Service.
5. User Devices mean the Users' own equipment and software.
6. The Wi-Fi Insurance means an insurance system that covers, during the period of the Service, any loss, theft, and damage of a Mobile Communication Device to the extent designated by the Company.
7. My Page means such part of a Web application system operated or managed by the Company that is a dedicated page for a WiFiBOX Member, where the Member can use various functions provided by the Company (i) with the ID and password particular to the Company issued at the time of membership registration or (ii) through the external service account login designated by the Company.
8. Boxes mean the equipment located in airports by which a Mobile Communication Device is checked out and returned. A User will check out or return the Mobile Communication Device of the Company by removing it from the Box or inserting it into the Box.

## **Article 2 (Application of Terms)**

1. These Terms are provided by the Company to set out basic matters concerning the use of the Service.
2. The Company may revise these Terms without obtaining the consent of WiFiBOX Members individually if the Company finds that any of the following items apply:
  1. When it is a revision that does not damage the general interests of WiFiBOX Members
  2. When it is not contrary to the purpose of the Terms, and it is reasonable in light of the circumstances of changes, including the need for changes and appropriateness of the revised contents
  3. When these Terms need to be revised according to an amendment to legislation or for any other reason
3. If the Company revises these Terms not based on the preceding paragraph, the Company will announce such revision, the contents after the revision, and time of effectuation sufficiently in advance of the time of effectuation by publication on the Company's website or by any other method the Company deems appropriate.
4. If there is any inconsistency between the translation version and the Japanese version of the Terms, the Japanese version will take precedence.

## **Article 3 (Scope of Service)**

1. The Service will apply only to the functions of the service site of WiFiBOX provided by the Company and Mobile Communication Devices rented by it.
2. When a User uses a User Device to use the Service, the Company will in no way guarantee its operation or fitness for the purposes of use that depends on the specifications and operation of the User Device.
3. In the event that the Service becomes unavailable for a reason attributable to the telecommunications company to which the communication line belongs, the Company will require restoration from the said telecommunications company or any other company through which the line has been sold. In this case, the Company's liability will be limited to direct and ordinary damage.

## **Article 4 (Presentation of Identity Verification Documents)**

1. A User will submit identity verification documents when applying for WiFiBOX Membership or when making reservations for checking out or returning a Mobile Communication Device if the Company requests it.
2. If a service falls under the rental service stipulated in the law on the prevention of the wrongful use of cellular phones, a User will present official identity verification documents of the User stipulated in the law.

## **Article 5 (Formation of Rental Contract)**

1. The rental contract of a Mobile Communication Device (hereinafter a "Rental Contract") will take effect between the User and the Company when the User becomes a WiFiBOX Member through the procedure prescribed by the Company and applies for the use of the Service and the Company approves the User's application when the Company finds the contents of the application appropriate and gives notice to the User.
2. The Company will give the notice under the preceding paragraph by e-mail, in writing, or by any other method the Company deems appropriate.
3. Even if the User delays confirming the notice of approval under paragraph 1 for personal reasons, a Rental Contract will take effect.

## **Article 6 (Matters that Warrant Attention on Application)**

1. The model of the Mobile Communication Device that the Company provides will be decided by the Company.
2. A User may apply for only one Mobile Communication Device per application.
3. A User falling under any of the following items may not apply for the Service:
  1. A ward, person under curatorship, person under assistance, or minor (except where the statutory agent gives consent)
  2. A person on whom suspension of use is imposed by the credit card company, agency payment service, or financial institution regarding the credit card designated by the User
  3. A person who has ever failed to pay usage fees or other charges
  4. A person who has ever committed a criminal offense or an act that is likely to result in a crime

5. An organized crime group, member or associate member of an organized crime group, company affiliated with an organized crime group, corporate racketeer or equivalent person, or a person for whom five (5) years have not passed since the person ceases to be any of the foregoing
6. A person of whom the Company deems inappropriate to accept an application

## **Article 7 (Increments and Period of Contract)**

1. A contract will be made in one-day increments based on the local time of the rental place of a Mobile Communication Device.
2. A contract period of the Service will start on the pickup date and end on the return date.
3. If a period is extended, the return date will be the date designated at the time of the extension
4. The procedure for an extension of a period must be taken by 23:59 on the day following the initial return date return date, and it must be completed within the deadline (including payment).
5. Fees will accrue from the designated pickup date to the return date. In the event of an extension of the period, the return date shall be subject to the provisions of Paragraph 3 herein.
6. If the Mobile Communication Device is returned before the contract period, the fee for the unused period will not be eligible for a refund.
7. In the event of a delay of return, arrearages will accrue in one-day increments from the day following the return date.
8. If a User is unable to return the device to a Box due to a failure, submergence, the User will promptly contact the Company and will return it by the method separately notified by the Company.
9. If a User who subscribes to the Wi-Fi Insurance under the Rental Contract extends the service period, the User will subscribe to the Wi-Fi Insurance also for the extended period.
10. The maximum contract period (including any extended service periods) will be 180 days from the designated pickup date when it is first applied for.

## **Article 8 (Changes to Application)**

1. After the completion of an application and payment, a User cannot change the contents of the application.

## **Article 9 (Cancellation and Rescission of Rental Contract)**

1. If a User expresses the intention of cancellation to the Company by the pickup date before receiving a Mobile Communication Device, the Company will agree to the cancellation (hereinafter "Cancellation").
2. If the Company finds that any act of a User falls under any of the following items, the Company may rescind the Rental Contract without advance notice to the User; provided that in this case, the Company will not return the usage fees already paid:
  1. When the membership registration contains false information
  2. When the application contains false information
  3. When the User fails to pay fees
  4. When the User violates any prohibition hereunder
  5. When it is found that the credit standing of the User has significantly changed or is likely to change
  6. When the User fails to return the device on the scheduled date of return without notice (hereinafter "Failure to Return")
  7. When the User fails to receive a Mobile Communication Device on the designated pickup date without notice
  8. When the User engages in any act that is significantly prejudicial to the relationship of trust between the parties to the contract
3. Cancellation
  1. If a User expresses the intention to cancel a Rental Contract to the Company by the pickup date before receiving a Mobile Communication Device, Cancellation will take effect on the Rental Contract.
  2. The User will express the intention to cancel under the preceding paragraph by applying for Cancellation from My Page.
  3. Refund for Cancellation will be processed by credit card. If a User wishes any method of refund other than with a credit card, including a bank transfer, the Company will refund the remaining amount after the deduction of a refund fee from the amount of the refund. The User will inquire about the fee at the time of Cancellation as it differs depending on the method of refund.

4. No Cancellation will be accepted on or after the day following the designated pickup date or after the pickup of the Mobile Communication Device.
4. No show  
If a User fails to receive the device on the designated pickup date by the person without expressing the intention of Cancellation to the Company, the Company will collect the amount of the usage fee determined at the time of application.

## **Article 10 (Custody of Device and Expenses for Pickup and Return)**

1. A User who receives a Mobile Communication Device will bear expenses for custody of it.
2. A User will bear any expenses that may be incurred when receiving a mobile terminal device or returning it to the Company.

## **Article 11 (User's Duty to Report)**

1. A User who falls under any of the following items will report it to the Company promptly:
  1. When there is a change to the contents of the application
  2. When it is impossible to return the Mobile Communication Device due to damage, theft, loss, or any other reason
  3. When the User wishes to extend the period of the Rental Contract

## **Article 12 (Usage Fees and Matters that Warrant Attention)**

1. No other method of payment will be available than those provided by the Company.
2. Payment will be implemented at the time an application is finalized.
3. Payment for extension of a period will be implemented at the time an application for extension is finalized.
4. Usage fees for the Service will be presented on the Company's website.
5. If the Mobile Communication Device is returned before the contract period, the fee for

- the unused period will not be eligible for a refund.
6. If the Company cannot confirm return after the designated return date by the User, the Company may claim arrearages from the User. The daily amount of arrearages will be the daily amount applied for. If a User fails to return the Mobile Communication Device within seven (7) days including the scheduled date of return, the Company may claim from the User the indemnification prescribed by the Company as shown in annex 1.
  7. If a User has a Mobile Communication Device stolen or lost, the Company may claim the indemnification prescribed by the Company as shown in annex 1, and the User will be responsible to report the incident to the Company.
  8. Upon the receipt of a report under paragraph 6, the Company will promptly request the telecommunications company to shut down the line; provided that the User will bear the communications and other charges for any use of the line before the shutdown.
  9. If a User receives or returns a Mobile Communication Device by home delivery service, the User will bear charges for the service.
  10. If a User uses a Mobile Communication Device in any other manner than the one designated by the Company, or in any other country or region than the one reported by the User at the time of application, the Company may claim the fees prescribed for such use.
  11. The Company will claim the following communications charges from the User:
    1. Communication line usage fees and other expenses arising for unauthorized use of a Mobile Communication Device by a third party that is lost or stolen
    2. Communication line usage fees and other expenses for use in any other country or region than the one reported at the time of application
    3. Communication line usage fees and other expenses for use of a Mobile Communication Device for communications that are unexpected to the User
    4. Usage fees incurred for use of any devices or software owned by the User, which the Company pays on behalf of the User
  12. A User will bear any communication line usage fees incurred for a firmware update of the rented device.
  13. If the Company's equipment is found damaged, the Company will claim the indemnification prescribed by the Company from the User who has damaged the equipment.
  14. In the event of failure to make payment by the due date prescribed by the Company, the Company will claim delay damages at the rate of 14.6% per annum.

## **Article 13 (Wi-Fi Insurance)**

A User agrees to the following items:

1. Once a Mobile Communication Device is received, an application or cancellation of the Wi-Fi Insurance is not available.
2. The Wi-Fi Insurance covers all or part of the liability for an indemnification for loss, theft or damage of a Mobile Communication Device, and it does not guarantee any communication line usage or other fees arising before shutdown of the line, lost earnings of the User due to loss/theft/damage, or any other similar loss.
3. If a User has a Mobile Communication Device lost, stolen or damaged, the User will apply for compensation from My Page of the service when the User subscribes to the Wi-Fi Insurance.
4. A User who fails to make an application under the preceding paragraph will not receive compensation and will pay the indemnification set forth in annex 1.

## **Article 14 (Handling of Personal Information)**

The Company will properly handle personal information collected from WiFiBOX Members in accordance with its Privacy Policy ([Our way of handling Personal Information](#)).

## **Article 15 (Rules Agreed by Users)**

1. A User will not engage in any of the following acts:
  1. Transferring or loaning a Mobile Communication Device to a third party
  2. Removing the SIM card from a Mobile Communication Device
  3. Unauthorized entry of a PIN code to a Mobile Communication Device
  4. A criminal offense or an act that is likely to result in a crime
  5. An act that violates or is likely to violate public order and morals or legislation;
  6. Disassembling, modifying, repairing, transferring, loaning, or reselling a Mobile Communication Device, transferring its ownership, establishing pledge on it, or offering it as a security, or other similar acts
  7. An act of writing or presenting the line number of a Mobile Communication Device on printed matter or other materials that are made public
  8. An act of using a Mobile Communication Device in any way other than the normal method of use
2. A User agrees to the following items:

1. A calling number of a Mobile Communication Device will not be changed on a loan-by-loan basis but used continuously.
2. There are locations where communication is interfered with due to local conditions even when they are on the map within of the Service's service area, and thus the Service may be unavailable depending on the reasons of the carrier.
3. When a home delivery service is used, the device may not be delivered on the delivery date due to transportation delay of the transportation company.
4. A Mobile Communication Device is precision equipment with a consumable battery so that the service may become unavailable due to failure or deterioration.
5. The Company may disclose information of a User at the request of the police or other investigation agency.
6. The Company will under no circumstances be responsible to change the way to provide the Service.
7. The Company will in no way be responsible for any issue experienced by a User in installing/uninstalling accessory software of a data communication service, or for any failure of a User Device used by the User.

## **Article 16 (Claims for Damages)**

1. A User will not engage in any of the following acts, and the Company may claim compensation for any damage that may be caused to the Company owing to any of them:
  1. An act that infringes or is likely to infringe copyrights or other intellectual property rights of the Company or a third party
  2. An act that infringes or is likely to infringe the privacy or image rights of the Company or a third party
  3. A criminal offense or an act that results or is likely to result in a crime
  4. An act of interfering with the operation of a data communication service, including unauthorized access to the server
  5. An act that violates or is likely to violate public order and morals or legislation
  6. An act of providing a computer virus or other harmful program using a data communication service
  7. An act of violating the Act on Regulation of Transmission of Specified Electronic Mail or the Act on Specified Commercial Transactions

2. If any of the following items apply, the Company may terminate the provision of or temporarily suspend a data communication service; provided that in this case, the Company will give advance notice to the applicant or User to such effect by the method the Company deems appropriate, except where it is urgently required, or it is impossible to give notice for unavoidable reasons:
  1. When communication is not available due to a failure of facilities or services, maintenance work, or similar reasons
  2. When communication is not available for reasons of an infrastructure operator or application provider
  3. When it is unavoidable because of other technical reasons or business performance of the Company
3. If a User causes any damage to a third party, or if a dispute arises between a User and a third party in connection with the use of the Service, the User will settle it at his/her own responsibility and expense and will not impose any liability whatsoever on the Company.

## **Article 17 (Scope of Company's Liability for Connection Failure)**

1. The Company will be responsible for a connection failure of a Mobile Communication Device of the Service (hereinafter a "Connection Failure") only when it is caused by a failure of the Mobile Communication Device provided by the Company, and if a Connection Failure is caused by any of the following items, the Company will be only responsible for the direct and ordinary damage:
  1. A Connection Failure arising out of the way of the User's handling or use of the device
  2. A Connection Failure arising out of the specifications, operations, configuration, or compatibility of a User Device
  3. A Connection Failure arising out of reasons of a telecommunications line company, Internet service provider, or application provider
  4. A Connection Failure arising out of the User's usage environment of the Mobile Communication Device, including geographical features, buildings or other obstacles, or radar or radio interference caused by home appliances
  5. A Connection Failure caused by a natural disasters or other force majeure

6. A Connection Failure arising out of any other reason not attributable to the Company
2. If a User fails to make troubleshooting according to the user's guide or contact the Company's support center when any failure other than the preceding paragraph occurs, the User will be responsible for service unavailability resulting from the failure, and the Company will be only responsible for the direct and ordinary damage.

## **Article 18 (Limitation in Compensation by Company)**

If the Company causes any damage to a User for any reason attributable to the Company, the Company will be responsible for the direct and ordinary damage incurred by the User up to the amount of usage fees of the Service and will not be responsible for any lost earnings or other special damage whether it is foreseeable or not (except where the User falls under a consumer under the Consumer Contract Act, and it is caused by an intentional act or the gross negligence of the Company).

## **Article 19 (Governing Law and Jurisdiction)**

These Terms shall be governed by the laws of Japan, and any lawsuit arising from these Terms in connection with rights and obligations shall be brought in the Tokyo District Court or the Tokyo Summary Court as the agreed exclusive jurisdiction in the first instance.

## **Article 20 (Restrictions on Packet Usage by Telecommunications Company under Fair Usage Policy)**

Data communication products of the Company directly use local lines to secure a sufficient data capacity for general use. However, a telecommunications company inside and outside Japan may impose a limitation in the amount of traffic for a User who makes a large volume of data communication in a short period of time from the perspective of maintenance of network quality and fair use of radio waves. In this case, the Internet connection may be lost, or the

communication speed may drop significantly. Thus, in the event of communication restrictions, the communication with a Mobile Communication Device cannot be restored within the service period. The User will refrain, whenever possible, from using services for video viewing, Internet calls, downloading of large files or online games, or for a car navigation system for which packet communications occur constantly. Should communication restrictions be imposed, the User will still pay usage fees to the Company.

## Supplementary Provisions

- Enforced on April 1st, 2022
- Revised on July 20th, 2023
- Revised on March 15th, 2024

# Annex 1

## 1. Wi-Fi Insurance

A User will be exempted from all or part of the liability for an indemnification if a Mobile Communication Device is damaged or lost while using the Mobile Communication Device by an accident or theft not attributable to the User on the condition that the conditions for the Wi-Fi Insurance set forth in item (1) below are met.

1. Conditions for the Wi-Fi Insurance
  1. Damage or loss of the Mobile Communication Device is not attributable to the User.
  2. The User informs the Company of the situation of damage or loss of the Mobile Communication Device before the designated return date.
  3. The User presents a certification of the accident or theft issued by the local police or any other certification when so requested by the Company.

\*If the certification is unavailable, the User will notify the Company to such effect.

2. Disclaimer
  1. The Wi-Fi Insurance does not cover any communications or other charges arising before shutdown of the line, lost earnings of the User, or any other similar loss due to theft or damage.

## 2. Arrearages and indemnification

### 1. Arrearages

If a User fails to return a Mobile Communication Device on the designated return date, the following arrearages will be claimed from the User. If the Company cannot confirm return within seven (7) days including the return date, the amount set forth in (2) indemnification below shall be claimed according to the model of the Mobile Communication Device, which takes into consideration the device price and arrearages.

1. The daily amount of a usage fee per day

### 2. Indemnification

In the event of damage or loss (including theft) of a Mobile Communication Device rented to a User or equipment of the Company for a reason attributable to the User, the following indemnification shall be claimed:

1. Box (5-slot type): 50,000 yen/box
2. Box (12-slot type): 100,000 yen/box
3. Box (24-slot type): 200,000 yen/box
4. Box (48-slot type): 400,000 yen/box
5. Mobile Communication Device:
  1. For complete damage, loss: 25,000 yen/device
  2. For partial damage: 3,000 yen/device
6. Others: The amount to be claimed will be evaluated by the Company.

\*In the case of damage of a Mobile Communication Device or the Company's equipment, the Company will check the condition of the damage at the time of return of the Mobile Communication Device. If the check finds circumstances that give rise to an indemnification, the Company will claim the indemnification regardless of the reason.

\*In the case of loss, the Company will claim an indemnification regardless of the reason. However, the User will be exempted from all or part of the liability for an indemnification for the Mobile Communication Device when the User subscribes to the Wi-Fi Insurance, and the conditions for the Wi-Fi Insurance are met.