

Housing Service Terms and Conditions

Chapter 1. General Provisions

Section 1. General Rules

Article 1 (Application of Terms and Conditions)

1. Housing Service Terms and Conditions (these “Terms and Conditions”) are the Terms and Conditions by Service applicable to the Basic Services, “Housing Service” and “Remote Housing Service” (collectively, the “Basic Services”) and their Optional Services (collectively, the “Services”) which SAKURA internet Inc. (the “Company”) provides, and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. The user of the Services (the “User”) shall observe the Basic Terms and Conditions and these Terms and Conditions which the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Basic Services)

1. The Contents of the Basic Services are as follow.

- (1) Housing Service

“Housing Service” is the service providing the User with connections between rack spaces and backbone network inside the Company’s data center in order for the User to install server equipment in the Company’s data center and use them (In these Terms and Conditions, the server equipment set inside the Company’s data center by using “Housing Service” means the “User Server Equipment”)

- (2) Remote Housing Service

“Remote Housing Service” is the service of “Housing Service” provided on the premise that the User uses the User Server Equipment only by remote control without entering the Company’s data center.

Article 3 (Termination)

1. Even during the contract period, if the minimum use period has elapsed, the User may terminate the Use Contract effective as of the last day of the month following the month in which the User gave the notice by notifying the Company within a period from the 1st day to the 20th day of every month, or effective as of the last day of the month two (2) months following the month in which the User gave the notice within a period by notifying from the 21st day to the last day of every month; provided, however, that if the User has already paid all or part of the fees for the period from the month following the month to which the

[English Translation]

termination date belongs, the termination shall become effective on the last day of the period for which the User has already paid the Usage Fees. Even in this case, if the User as an individual (excluding an individual who becomes a party to a contract as business or for business purposes) has already paid the annual Usage Fees, then the contract shall be terminated as of the last day of the month following the month in which the notice is given, and the User may receive refunds of the amount of the annual Usage Fees after deduction of the amount of the Usage Fees as the monthly fees of the Services multiplied by the number of months in the period from the contract start month or from the last contract renewal month to the termination month as well as charges prescribed by the Company.

Article 4 (Measures after Termination of Use Contract)

1. Upon termination of the Use Contract, the User shall remove the User Server Equipment by the method prescribed by the Company no later than the date designated by the Company.
2. If the User did not remove the User Server Equipment set forth in the preceding paragraph, the Company may dispose of the User Server Equipment at the expense of the User and send the User Server Equipment to the User (an owner of the equipment).

Article 5 (Alternation of Original Conditions)

1. If the User makes the following alterations, etc. to the equipment of the Company's data center, the User shall obtain the prior written consent of the Company.
 - (1) Installation, removal, modification or replacement of fixtures
 - (2) Installation, extension or alternation of the server equipment exceeding the weight set forth in the Management Rules ("Management Rules") that the Company sets forth separately
 - (3) Installation or alternation of signs, bulletin board, advertisement or placards
2. Alternation of original conditions in the preceding paragraph shall be performed by a designer and a construction company which the Company designates or approves and in the manner that the Company designates and approves. In addition, the User shall bear the expenses.
3. If the User alters the original conditions in violation of this Article, the Company may restore them to the original conditions by the method that the Company selects at the expense of the User.

Section 2. Housing Service

Article 6 (Usage Fees, Payment Deadline)

1. Notwithstanding the provisions on the Usage Fees in the Basic Terms and Conditions, the Usage Fees of the Housing Service shall consist of the following items.

(1) Periodic Payment

Period Payment means a payment style in which the payment is made periodically and consists of the following two (2) methods.

- (i) Fixed Amount Payment: It means a payment style in which a fixed amount is paid periodically pursuant to the payment structure in which a certain amount of Usage Fees incurs by month with respect to the Housing Service which are provided continuously and consists of the following items.

Initial Cost: Consideration for preparation (setting, etc.) of performance of Housing Service

Fixed Usage Fees (monthly payment (monthly amount)): in the case of payment of monthly Usage Fees every month

Fixed Usage Fees (annual lump sum pay (annual amount)): in the case of payment of annual Usage Fees once a year

- (ii) Pay-per-use Payment: It means a payment style in which a variable amount is paid periodically pursuant to the payment structure in which a certain amount of Usage Fees is incurred by the data transfer amount with respect to the Housing Service which is provided continuously and consists of the following items.

Variable Usage Fees (Monthly Payment (Pay-per-use payment amount)): in the case of payment of the Usage Fees every month pursuant to the data transfer amount (measured by the Company) of lines provided through the Housing Service that the User uses.

(2) One-time Payment (Spot Usage Fees)

It means a payment style in which the Usage Fees is paid at one time for the Housing Service of which provision is completed at one time.

2. The User shall pay the Usage Fees of the Housing Service by Periodic Payment, Pay-per-use Payment, One-time Payment or a payment style consisting of a combination of these payment styles in accordance with the provisions of the Service Site.
3. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the Variable Usage Fees among the fees of the services that the User uses for a period from 1st to the last day of every month no later than the last day of the following month.

Article 7 (Usage, etc. of Data Center)

1. If the User enters the Company's data center, the User shall conduct the entrance procedures in advance in accordance with the procedures prescribed by the Company.
2. The User shall not allow any third party other than the User that the Company approves in

[English Translation]

advance in writing to enter the Company's data center unless the User attends the entrance of the third party and assumes all responsibilities for the acts of the third party.

3. The User shall observe the Management Rules that the Company sets forth with respect to the use of the Company's data center.

Section 3. Remote Housing Service

Article 8 (Entrance)

1. The User may not enter the Company's data center with respect to the use of the Remote Housing Service.

Article 9 (Installation, etc. of Server Equipment, etc.)

1. Regardless of whether the User Server Equipment is brought by the User or by using the equipment rental service of the Company, the Company shall install the User Server Equipment.
2. If the User brings server equipment by itself as the User Server Equipment, delivery, installation method, setting method of the User Server Equipment relating to the installation of the User Server Equipment in accordance with the preceding paragraph and other matters relating to such installation shall be set forth by concluding a individual contract separately.
3. Notwithstanding the provisions of Article 4, Paragraph 1, the Company shall remove any server equipment that is used with the use of the Remote Housing Service. In this case, from among the removed server equipment, etc., the User Server Equipment shall be returned to the User at the expense of the User.

Article 10 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period of the Remote Housing Service begins on the use start date and ends on the last day of the month in which twelve (12) months have elapsed since the use start date.

Chapter 2: Optional Service Provisions

Section 1. Equipment Installation Service (In this Section, the "Optional Service")

Article 11 (Works)

1. The Optional Service provides only the installation of the User Server Equipment in a rack inside the Company's data center, confirmation of energization inside the installed User Server Equipment, and confirmation of start-up and removal from the rack pursuant to the directions of the User. The User shall conduct works such as verification of network

connections after the installation at its own expense and on its own responsibility. If the Use Contract of the Basic Services with the User totally terminated, the Optional Service shall also terminate automatically.

2. The User shall submit to the Company a statement of works containing the content necessary for the provision of the Optional Service promptly through consultation with the Company after conclusion of the Use Contract, and the Company shall provide the Optional Service pursuant to the statement of works.
3. Upon completion of the works in the preceding paragraph, the Company shall notify the User of the completion of works. The User shall confirm that the works have been performed pursuant to the statement of works within fourteen (14) days after the Company sending the notice and notify the Company of the confirmation. If the User notifies the Company within the period or the period has elapsed without notifying, then it shall be deemed that the works have been performed pursuant to the statement of works without any defect.
4. In providing the Optional Service, the Company shall neither warrant that the User Server Equipment is correctly operating nor assume liabilities for compensation for damage or any other liabilities as to any breakdown or failure of the equipment or any damage or loss of data recorded in the equipment.
5. The User shall bear the expense necessary to send the User Server Equipment in Paragraph 1 from the User to the Company and to return it from the Company to the User.

Section 2. Service to Switch Equipment to Cold Standby Equipment (In this Section, the “Optional Service”)

Article 12 (Works)

1. the Optional Service, in the case of a breakdown or failure of the User Server Equipment that the User installed in a rack, provides only works to switch the User Server Equipment to a reserve User Server Equipment (cold standby equipment) installed by the User beforehand in an adjacent rack. The User shall conduct works such as verification of network connection at its own expense and on its own responsibility after the works have been performed. Upon termination of all of the Use Contract of the Basic Services with the User, the Optional Service shall automatically terminate.
2. The User shall give the Company directions on matters necessary for the provision of the Optional Service immediately after the conclusion of the Use Contract, and the Company shall provide the Optional Service pursuant to the directions; provided, however, that the Company will not perform works relating to software such as installation, setting, confirmation of settings of software and other works prescribed by the Company.
3. Upon completion of the works by the directions in the preceding paragraph, the Company

[English Translation]

shall notify the User of the completion of work. The User shall confirm that the works have been performed pursuant to the directions of the User within fourteen (14) days after the Company sending the notice and notify the Company of the confirmation. If the User notifies the Company within the period or the period has elapsed without notifying, then it shall be deemed that the works have been performed pursuant to the directions without any defect.

4. In providing the Optional Service, the Company shall neither warrant that the cold standby equipment is correctly operating nor assume liabilities for compensation for damage or any other liabilities as to any breakdown or failure of the User Server Equipment to which a breakdown or failure occurs or of the cold standby equipment, or any damage or loss of data recorded in these User Server Equipment.
5. The User shall bear the expense necessary to send the User Server Equipment in Paragraph 1 from the User to the Company and to return it from the Company to the User.

Section 3. Addition of IP Address (In this Section, the “Optional Service”)

Article 13 (Setting)

1. The User shall conduct a setting on the User Server Equipment relating to the IP address allotted to the User by the Optional Service at its own expense and on its own responsibility.

Section 4. Content Backup (in this Section, the “Optional Service”)

Article 14 (Backup Data)

1. The Optional Service shall be performed each time after the data copied on the Company’s Server Equipment (in this Section, the “Backup Data”) through the previous backups (meaning a copying and recording on the server equipment for the Optional Service of the Company (the “Company’s Server Equipment”; The same shall apply after this paragraph) is deleted, and a generation management relating to the existing Backup Data and a management, etc. of update history shall not be performed.
2. The User may not log into the server in which the Backup Data is recorded and obtain Backup Data by itself and shall request the Company to provide the Backup Data every time the User needs to obtain the Backup Data.
3. In the Optional Service, the Company shall not warrant identity or consistency between the original data and the Backup Data.

Section 5. Website Falsification Detection Service (In this Section, the “Optional Service”)

Article 15 (Application)

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1. The terms of use of the Optional Service shall be set forth in the Service Site.

Article 16 (Contract)

1. The User shall observe the latest “Terms of Use of GRED Security Service” as at the time when the User uses the Optional Service set by SecureBrain Corporation.

Section 6. Name Server Service (In this Section, the “Optional Service”)

Article 17 (Setting)

1. The User shall conduct a zone setting in the Optional Service by itself.
2. The zone setting in the Optional Service shall be conducted only through operation on the zone editing screen provided to the User, and any setting, etc. not included in the functions of such zone editing screen shall not be conducted.
3. If the User ceases to have a right to use the domain due to termination of the Optional Service or invalidation of a domain name set in the Optional Service, then the User shall promptly delete the zone file set in the Optional Service and then make a deregistration request of the Optional Service set in the Optional Service.
4. Notwithstanding the provisions in the preceding paragraph, if the User does not delete the zone file set in the Optional Service and does not make a deregistration request of the Optional Service, then the Company may delete the zone file and deregister the Optional Service for the domain without giving any notice to the User.

Section 7. Hybrid Connection (In this Section, the “Optional Service”)

Article 18 (Application)

1. Only a User who is using each of the Basic Services of “Sakura’s Exclusive Server Service,” “Sakura’s VPS Service,” “Sakura’s Cloud Service,” “Housing Service” and “Remote Housing Service” (collectively the “Optional Applicable Services”) may apply for the Optional Service.

Article 19 (Payment of Fees)

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the initial fee for the use of the Optional Service no later than the last day of the month immediately after the month to which the use start date belongs.
2. The User may once again designate its own payment method of the fees for the Optional Service from the ones stipulated by the Company, and combine it with any of payment requests for the Optional Applicable Services to which the User applies the Optional Service (excluding Sakura’s Cloud Service” and “Sakura’s Exclusive Server Service” for which a

[English Translation]

time charge has been chosen) and choose to make payments by the method chosen at the services.

Article 20 (Termination)

1. Even if the Use Contract for the Optional Applicable Services of the User terminated or was terminated in whole or in part, the contract for the Optional Service shall survive in full force, and a termination of the Optional Service shall be in accordance with the procedures prescribed by the Company pursuant to the Basic Terms and Conditions.

Section 8. IDC Store (In this Section, the “Optional Service”)

Article 21 (Warranty)

1. A warranty for each product sold in the Optional Service shall be limited to the warranty provided by a manufacturing company of each product pursuant to the warranty terms attached to each product, and the Company shall neither provide any warranty nor assume any liabilities for each product.
2. Any warranty including loss or damage of equipment, which is the subject of dispatch, during transportation by an equipment dispatch service of the Optional Service (which means a service of sending the User Server Equipment designated by the User to an address designated by the User after packaging) shall be limited to the warranty provided by a transportation operator who provides transportation service, and the Company shall neither provide any warranty nor assume any liabilities for any loss of or damage to the equipment which is the subject of dispatch during the transportation.

Section 9. Operation and Maintenance Service (In this Section, the “Optional Service”)

Article 22 (Works)

1. The Optional Service provides monitoring and operation of the User Server Equipment and network equipment, etc. connecting the User Server Equipment (In this Section, the “Subject of Monitoring”). If all of the Use Contracts for the Basic Services with the User terminated, the Optional Service shall terminate automatically.
2. If the User desires to use the Optional Service, the Company shall present to the User details, specifications and other information on the content of the Optional Service. The User shall provide the Company with information necessary for the provision of the Optional Service on a written request of works prescribed by the Company based on the information, and the Company shall provide the Optional Service pursuant to the written request of work; provided, however, that if the Company determines that it is difficult to perform the content stated in the request of work, the Company may request the User to change the content, and

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the same shall apply during the use period for the Optional Service.

3. The content of the Optional Service shall be decided through consultation between the Company and the User pursuant to the information presented by the Company and the written request of work provided by the User as set forth in the preceding paragraph.
4. In providing the Optional Service, the Company may connect the Subject of Monitoring and server equipment installed by the Company or the Designated Business Operator in the following paragraph in the Company's data center by a LAN cable, etc. pursuant to the written request of work in the Paragraph 2 or upon the Company's judgement. In this case, the User shall not conduct any act such as setting, addition, alteration, repair, removal or other activities relating to the connection by itself and shall entrust performance of the work to the Company. If any failure, etc. occurs by the cause only attributable to the Company in the course of such work, the User shall notify the Company of any concrete information of the failure, etc. within five (5) business days including a work completion day, and the Company shall perform repair works on the condition that the User cooperates with the Company at its own expense with respect to all matters the Company requests. In other cases, the Company shall not assume any responsibility for performance of repair works as to any failure, etc. that occurs.
5. The Company may subcontract all or part of the Optional Service to a business operator designated by the Company (the "Designated Business Operator").

Article 23 (Warranty)

1. In the Company providing the Optional Service, the Company's obligation shall be limited to perform works in accordance with a work procedure manual prescribed by the Company with respect to the works for trouble prevention or handling of troubles that occur, and the Company shall not assume obligations for trouble prevention or shooting of the troubles.
2. The Optional Service shall not provide any warranty in any sense as to identification of causes of troubles and recovery from troubles.
3. If the Optional Service includes the service to switch equipment to cold standby equipment, the provisions of Article 12, Paragraphs 3, 4 and 5 shall apply, and if the Optional Service includes a content backup, the provisions of Article 14 as well as this section shall apply.

Article 24 (Fees and Payment Deadline)

1. The Company shall present to the User the Usage Fees for the Optional Service on each occasion pursuant to the content of the Optional Service in Article 22, Paragraph 3.
2. If any additional fee occurs in the Optional Service, the User shall pay the additional fee within one (1) or two (2) months (as designated by the Company) following the month in

which the Company provided services relating to the additional fee.

Article 25 (Minimum Use Period)

1. Notwithstanding the provisions on the minimum use period in the Basic Terms and Conditions, the minimum use period for the Optional Service shall begin on the use start date and end on the last day of the month in which twelve (12) months have elapsed since the use start date.

Article 26 (Inquiries)

1. Any technical support provided by the Optional Service shall be performed by the Designated Business Operator, and the User shall directly inquire of the Designated Business Operator as to technical matters of the Optional Service.
2. The Company shall respond to other inquiries on the Optional Service itself other than the matters in the preceding paragraph.

Article 27 (Intellectual Property Right)

1. Patent rights, utility model rights, design rights, rights to circuit layouts and other rights (meaning rights stipulated in domestic or foreign laws and regulations or rights relating to interests protected under laws in Japan or foreign countries relating to intellectual properties (meaning ones stipulated in Article 2, Paragraph 1 of the Intellectual Property Basic Act; the same shall apply after this paragraph) but excluding copyrights (including copyrights in foreign countries. The same shall apply after this paragraph; collectively, the “Intellectual Property Rights”) on inventions, device, design creation, circuit layout creation, know-how and other creation provided by the Optional Service (the “Inventions, etc.”) shall belong to the Company. The Company shall grant the User a license to implement or use the Inventions, etc. and the Intellectual Property Rights for free of charge to the minimum extent necessary for the User to use the Optional Service.
2. Copyrights of documents, programs and other copyrighted works provided by the Optional Service shall belong to the Company. The Company shall grant the User a right under the Copyright Act to use and copy the copyrighted works for free of charge to the minimum extent necessary for the User to use the Optional Service.

Section 10. Initial Building Services (the “Optional Service”)

Article 28 (Works)

1. The Optional Service provides initial setting and building works relating to the User Server Equipment and network equipment, etc. connected to the User Server Equipment (including

relocation (in this Section, the “Relocation Works”) of the User Server Equipment and network equipment, etc. connected to the User Server Equipment designated by the User (in this Section, the “Equipment Subject to the Relocation”) from the address designated by the User to the Company’s data center, and prior research necessary to conduct the relocation).

2. If the User desires to use the Optional Service, the Company shall present to the User details on the content of the Optional Service, specifications and other information. The User shall present to the Company a written request of works prescribed by the Company describing content necessary for the provision of the Optional Service based on the information, and the Company shall provide the Optional Service pursuant to the written request of works; provided, however, that if the Company determines that it is difficult to provide the content stated in the request of work of the User, the Company may request the User to change the content, and the same shall apply during the use period of the Optional Service.
3. The content of the Optional Service shall be decided through consultation between the Company and the User pursuant to the information presented by the Company and the written request of works provided by the User in the preceding paragraph.
4. Upon completion of works of the Optional Service, the Company shall notify the User of the completion of work. The User shall inspect whether the work have been performed in accordance with the written request of works set forth in the Paragraph 2 within five (5) business days from the day immediately following the day of receipt of the notice and then notify the Company to that effect. If such notice is given within the period or the period has elapsed without giving a notice, the works shall be deemed to have been performed without any defect in accordance with the written request of works.
5. The Company may subcontract all or part of the Optional Service to the Designated Business Operator.

Article 29 (Defect and Warranty)

1. If the User finds any latent defect that cannot be found in the inspection in Paragraph 4 of the preceding article in the works of the Optional Service, the User may request the Company to perform modification works, provided, that the User notifies the Company within six (6) months after the day when the Company sends a work completion notice.
2. The Company’s obligations on the Optional Service shall be limited to performance of the works in accordance with the written request of works in Paragraph 2 of the preceding article, and even if the User incurs any damage as a result of the works, the Company shall not assume any liabilities for the damage unless the Company performs works not stated in the written request of works.
3. In the Relocation Works, Equipment Subject to the Relocation shall be sent from the User to

the Company at the expense and on the responsibility of the User. The Company shall inspect the Equipment Subject to the Relocation promptly after receipt of it and shall not assume any liabilities for compensation for damage or others as to any damage and defacement of the Equipment Subject to the Relocation, and any damage and loss of the data recorded in the Equipment Subject to the Relocation found in the inspection. If the Company judges that achievement of purposes of the Optional Service is impossible or it takes excessive expense or time to repair as to the Equipment Subject to the Relocation, then the Company shall return the Equipment Subject to the Relocation to the User at the expense of the User.

4. Notwithstanding the provisions of the preceding paragraph, if the Company sends the Equipment Subject to the Relocation as part of the Relocation Work, any warranty for any loss and damage to the Equipment Subject to the Relocation during transportation shall be limited to the warranty provided by the transportation operator who provides the transportation service, and the Company shall neither provide any warranty nor assume any liabilities as to any loss or damage of the Equipment Subject to the Relocation during the transportation.
5. In connection with the Relocation Work, the Company shall not warrant in any sense that those programs and software, etc., which are operating on the Equipment Subject to the Relocation before provision of the Optional Service, will be correctly operating on the Equipment Subject to the Relocation after provision of the Optional Service. The provisions of management of account and data, etc. in the Basic Terms and Conditions shall apply to any data stored in the Equipment Subject to the Relocation.

Article 30 (Usage Fees and Payment Deadline)

1. The Company shall present the Usage Fees for the Optional Service each time to the User pursuant to the content of the Optional Service in Article 28, Paragraph 3.
2. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, a User who desires the Optional Service shall pay the fees in the preceding paragraph no later than the date designated by the Company. Unless the Company approves it individually, the Company shall start performing the Optional Service after having confirmed the payment of the fees by the User.

Article 31(Intellectual Property Rights)

1. The Intellectual Property Rights on the Inventions, etc. provided by the Optional Service shall belong to the Company. The Company shall grant the User a license to implement or use the Inventions, etc. and the Intellectual Property Rights for free of charge to the minimum

extent necessary for the User to use the Optional Service.

2. Copyrights of documents, programs and other copyrighted works shall belong to the Company. The Company shall grant the User a right under the Copyright Act to use and copy the copyrighted works for free of charge to the minimum extent necessary for the User to use the Optional Service.

Section 11. Equipment Sales Services (In this Section, the “Optional Service”)

Article 32 (Sale)

1. The Optional Service provides a sale of server equipment and software, etc. (In this Section, the “Equipment for Sale”). In this Optional Service, a User Contract shall be deemed to be formed individually.
2. The User shall apply for the Optional Service by submitting an order form prescribed by the Company in which necessary matters such as the Equipment for Sale that the User desires to purchase are filled in; provided, however, that if the Company determines that it is difficult to prepare the Equipment for Sale that the User desires to purchase, the Company may request the User to change the content of the application.
3. The content of the Optional Service shall be decided through consultation between the Company and the User.
4. The Company shall deliver the Equipment for Sale and software and other related materials provided to be installed into or attached to the Equipment for Sale (the “Equipment for Sale, etc.”) with an invoice inside the Company’s data center or the address designated by the User. The User shall inspect the Equipment for Sale, etc. within five (5) business days from the day following the delivery date or within the period set forth in the Use Contract, if any, and submit the receipt prescribed by the Company with affixing its signature or its name and seal, and if such submission is made within the period or if the period has elapsed without such submission, the delivery of the Equipment for Sale, etc. shall be deemed to have been completed.

Article 33 (Defect and Warranty)

1. If the User finds any latent defect that cannot be found in the inspection in the preceding paragraph, the User may request the Company to repair the defective Equipment for Sale, etc., replace it with a substitute product or refund the consideration paid for the Equipment for Sale, etc. at the Company’s choice to the extent of the liabilities assumed by the manufacturing company (the “Manufacturer”) who delivered the Equipment for Sale, etc. to the Company in accordance with the provisions on the handling of defects in the Equipment for Sale, etc. between the Manufacturer and the Company.

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2. The Company shall only warrant to the User at the time of delivery to the extent of warranty conditions prescribed by the Manufacturer that the Equipment for Sale, etc. is equipped with the functions and performance set forth in the specifications of the Manufacturer and shall not warrant the fitness of the Sales Equipment, etc. for purposes of use of the User, non-infringement of rights of third parties and other matters. Unless separately set forth in this paragraph, the Company shall neither warrant anything relating to the Equipment for Sale, etc. nor assume liabilities for the Equipment for Sale, etc. and the use of the Equipment for Sale, etc. by the User.

Article 34 (Fees and Payment Deadline)

1. The Company shall present the fees for the Optional Service to the User pursuant to the content of the Optional Service.
2. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User who desires the Optional Service shall pay the fees in the preceding paragraph no later than the date designated by the Company. Unless the Company approves it individually, the Company shall start performing the Optional Service after having confirmed the payment of the fees by the User.
3. If the Company approves to deliver the Equipment for Sale, etc. to the User before the User pays full amount of the fees in Paragraph 1, the ownership of the Equipment for Sale, etc. (in terms of software, the ownership of media recording the software) shall transfer from the Company to the User when the User pays the full amount of the fees.
4. In the User using the Equipment for Sale, etc. obtained through the Optional Service, the provisions of the Use of the Provided Software, etc. in the Basic Terms and Conditions shall apply.

Supplementary Provisions

Article 1 (Commencement of Application)

1. These Terms and Conditions are the amended version of the Housing Service Terms and Conditions which applied on and after June 10, 2019, and shall apply on and after May 8, 2020 pursuant to the provisions of amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated May 8, 2020 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]