

**Terms of Use of FUSION GOL Services  
(Terms and Conditions for End-Users)  
Fusion Communications Corp.**

The English version of this document (and all FUSION GOL Policies) is provided solely for the convenience and information of interested parties. For all matters of a legal nature, only the original Japanese version carries any official authority.

**Chapter 1 General Provisions**

**Article 1 (Application of Terms and Conditions)**

Fusion Communications Corp. (hereinafter referred to as the "Company") shall provide its internet services by stipulating these terms and conditions (hereinafter referred to as the "Terms and Conditions").

**Article 2 (Change of Terms and Conditions)**

The Company may change any provision of these Terms and Conditions (hereinafter including the fee schedule provided in Article 5 below) without obtaining approval of the Subscriber. In such case, the conditions under which the services of the Company are to be provided shall be governed by the Terms and Conditions as changed.

**Article 3 (Definition of Terms)**

For the purpose of these Terms and Conditions, the following terms shall have the following meanings:

<<Terms and Meaning of Terms>>

"Contract" means a contract under which the Internet Service shall be delivered by the Company.

"Subscriber" means any person who maintains the Contract with the Company.

"Dial-up IP Connection" means the technology which allows the Subscriber to establish a connection and exchange data from his/her terminal through use of communication equipment via telecommunication lines which are made generally available to the public.

"Access Point" means the location under the control of the Company where certain equipment to house the lines used for the Dial-up IP connection is installed.

"Subscriber Line" means the telecommunication lines installed under the Contract between the Access Point (if not housed in the Access Point, the point of interconnection) and the location designated by the applicant of the Contract.

"Telecommunication Equipment" means any machine, tool, router or other electronic equipment required to engage in any telecommunication activity.

"Telecommunication Services" means providing a medium of communication between or among other persons through use of Telecommunication Equipment or otherwise providing the Telecommunication Equipment for the use of communications between or among other persons.

"Internet Service" means any Telecommunication Services used in a manner that allows a connection to the internet.

"Global Roaming" means the service which allows the Subscriber who is traveling overseas to use the Internet Service from certain locations outside of Japan without requiring an international telephone call through use of the nearest access point which is

compatible with the Global Roaming Service.

**Article 4 (Internet Service Area)**

1. The Company shall provide the Internet Service under the provisions of these Terms and Conditions only in Japan (except for certain services including, but not limited to, Global Roaming).
2. The Company shall designate the Internet Service area in consideration of the administrative district, social, economic and other conditions in each area, with special attention given to the current supply and demand of internet services etc.

**Article 5 (Services Items and Fees of Internet Service)**

The items and fees of the Internet Service shall be as set forth in the fee schedule which is provided at the following site:

(<http://www.gol.com/about/policy/>).

**Chapter 2 Contract**

**Article 6 (Minimum Use Period)**

1. The Internet Service is provided with a certain minimum use period.
2. The minimum use period of each service shall be as provided in the applicable fee schedule which is provided in the following site:  
  
(<http://www.gol.com/about/policy/>).
3. In case the applicable Contract is terminated during the minimum use period provided in the preceding Paragraph, the Subscriber shall be obligated to pay in a lump-sum amount and by the due date of payment prescribed by the Company the use fee corresponding to the remaining period (hereinafter in this Article referring to the amount of the use fee plus excess charge in case of the use of the GOL SuperLite).
4. In case there is any change in the item of the Internet Service which is provided in the minimum use period under Paragraph 2 above, the Subscriber shall be obligated to pay to the Company by the due date prescribed by the Company (a) the difference, if any, obtained by deducting, with respect to the change of such item, the amount of the use fee prior to the change from the amount of the use fee after the change, times (b) the billing unit of the remaining period.

**Article 7 (Application for Contract)**

When any person intends to apply for a Contract, such applicant shall submit the application in a manner prescribed by the Company.

**Article 8 (Acceptance of Application for Contract)**

1. The Company shall accept any application for the Contract in the order of the receipt of such application after certain examination and procedure which shall be required, and the Contract shall be formed upon completion of such acceptance by the Company.
2. Notwithstanding the above, the Company may elect, in its discretion, (and the applicant agrees in advance to such election) to restrict the scope of the Internet Service to be provided, or to decline to accept, or to withhold any application for a Contract in case:
  - (1) the applicant has his/her residence outside Japan;

- (2) upon submission of the application for use, the information submitted includes any misrepresentation or error, or deficiency for procedure; or
- (3) upon submission of the application for use, the Company is notified by the appropriate affiliated credit company that the credit card filed by the applicant is not valid; or
- (4) it is found that, at the time of the application, the applicant is being denied, or was denied in the past, the acceptance of any contract due to breach of contract or non-payment or delay in payment of any fees or charges; or
- (5) the delivery of the Internet Service is substantially difficult for any technical reason due to conditions in the residence of the applicant or on other grounds; or
- (6) it otherwise is recognized as difficult to take application procedure .

**Article 9 (Change in Items Provided for Service)**

The Subscriber may request for the change in the items to be provided for the Service in a manner prescribed by the Company, and upon receipt of the request for such change, the Company shall handle the request by applying analogously the provisions which govern the acceptance of the Contract.

**Article 10 (Restriction on Assignment of Right)**

The Subscriber shall use the Company’s services and shall not have any third party use of the said services, charged or non-charged, in the form of resale or sublicense unless the Company approves.

**Article 11 (Succession of Status of Subscriber)**

1. When the contractual status of the Subscriber is succeeded by the operation of any inheritance or any merger of a corporation on the part of the Subscriber, the relevant successor, or the corporation which survives the merger or the corporation which is created by the merger, as the case may be, shall be required to file such fact in a form prescribed by the Company together with the document which supports such fact. In this case, if there are more than one person who succeeded the contractual status, one of them shall be appointed as the representative vis-à-vis the Company, and the identity of such representative shall be filed to the Company. The same procedure shall apply in case there is any change in such identity. Pending the filing of the identity of the representative pursuant to this Paragraph, the Company shall treat as the representative any one of the persons who succeeded the relevant contractual status.
2. A Subscriber who has the Contract in his/her individual name may have his/her contractual status succeeded to another person only in case their relationship is that of spouses or relatives within second degree kinship, and they share the same family name and residence. In such case, an application in a format prescribed by the Company must be submitted together with applicable supporting documents.
3. If there is any merger, division of corporation and assignment of the business of a business division, or sale of assets on the part of the Company, the Company may assign this Agreement as a whole without obtaining a consent of the Subscriber, and the successor shall succeed the contractual status after the merger or division, assignment of the business or the sale, as the case may be. In such event,

the Company shall notify the Subscriber by E-mail or release of the relevant information in its web site.

**Article 12 (Notice from Subscriber)**

1. When any contents provided in Article 7 (Application for Contract) has been changed, the Subscriber shall file such fact with the Company in the form designated by the Company. Any fee accrued due to failure to file shall be incurred by the Subscriber.
2. Upon receipt of the above filing, the Company may require the submission of documents which evidence the fact which has been filed with.

**Article 13 (Termination of Contract by Subscriber)**

The Subscriber shall make submission in a manner prescribed by the Company in case he/she intends to terminate this Contract. Any fee accrued due to failure to file in the designated form shall be incurred by the Subscriber.

**(Additional Services)**

Number 13 Article 2 If requested by the subscriber, our company can provide additional features except in the the following cases.

2. A description of our additional services and list of charges can be found here: (<http://www.gol.com/about/policy/>) and on our homepage.
3. We are adding provisions to the application of our contracts and terms of conditions in regards to our Internet service. However in certain individual circumstances, specific provisions may also apply.

**Chapter 3 Discontinuation of Provision of Service**

**Article 14 (Discontinuation of Provision of Service)**

1. When any of the following situations applies to the Subscriber, Company may discontinue, without a prior notice, the provision of its Internet Service pending the resolution of such situation:
  - (1) When the Subscriber does not pay the fee or other money payable to the Company even after the elapse of the due date of payment;
  - (2) When the Subscriber connects the Subscriber Line with any Terminal Equipment operated by the Subscriber, any telecommunications equipment operated by the Subscriber, lines managed by other companies or any telecommunication line relating to the Telecommunication Services provided by the Company without obtaining the approval of the Company;
  - (3) When the Subscriber breaches any provision of Article 27 (Obligations of Subscriber) in his/her relationship with the Company, or when any third party initiates any claim or lawsuit as a result thereof; or
  - (4) When it is found that the operation of the Company is likely to be impaired because of any complaint or claim in connection with the Subscriber which is addressed to the Company.

**Article 15 (Suspension of Provision of Service)**

The Company may temporarily suspend the provision of the Internet Service when any of the following events applies:

- (1) When such suspension is unavoidable for the purpose

of the maintenance or any work on the Telecommunication Equipment of the Company; or

- (2) When the use of the communication is suspended by the operation of Article 32 below; or

#### **Article 16 (Termination by the Company)**

1. In case the Subscriber with respect to whom the Internet Service has been discontinued by the operation of the provision of Article 14 (Discontinuation of Provision of Service) still fails to resolve the relevant situation, the Company may terminate the relevant Contract.
2. When any of the situations provided in each Sub-paragraph of Article 14 applies to the Subscriber, and such situation gives material impact on the operation of the business of the Company, the Company may terminate the relevant Contract instead of discontinuing the provision of the Internet Service, the provision of the preceding Paragraph notwithstanding.
3. When the Company intends to terminate the relevant Contract pursuant to the provisions of the preceding two Paragraphs, it shall be entitled to effect such termination without giving a notice to the Subscriber in advance.

#### **Article 17 (Change and/or Abolition of Service)**

1. The Company may change the content of the service, the method of connection, the business hours, the service line-up, etc. without obtaining the approval of the Subscriber.
2. The Company may, at its own discretion, replace any service provided to the Subscriber by providing alternative service, or abolish the same without providing alternative service. The Company shall not be liable for the change, addition or abolition of the service, in whole or in part, pursuant to the provision of the preceding Paragraph.

### **Chapter 4 Payment of Fees, etc.**

#### **Article 18 (Fees, etc.)**

1. In using the services of the Company, the Subscriber shall pay the fees provided by the Company in Article 5 (Services Items and Fees of Internet Service) by the due date of payment to be separately established by the Company.
2. The Subscriber shall apply for the Contract by designating either of the following methods as to the payment of the fees:
  - (1) Credit card;
  - (2) Withdrawal from his/her own bank account; or
  - (3) Over-the-counter payment at convenience stores, post offices and financial institutions such as banks.
3. In case the Subscriber designates the use of credit card as the payment method, he/she shall comply with the terms and conditions of the members of the relevant credit card company.
4. The Company may change the fees and payment method by giving an advance notice to the Subscriber in a manner which the Company finds appropriate. The Company may also announce such change in its web site which shall operate as the substitution of the notice to the Subscriber. In addition, if the Subscriber continues to maintain the relevant service contract after the change of the fees and other conditions, it shall be deemed that he/she has agreed

to the fees so changed.

#### **Article 19 (Delay Interest)**

When the Subscriber fails to pay the fee or other money due and payable (excluding delay interest) even upon elapse of the due date of payment, the Subscriber shall pay as delay interest the amount calculated at the rate of 14.5% per annum for every day on or after the day immediately following the due date of payment until the day immediately preceding the day of the actual payment, unless the payment is made within 10 days counting from the day immediately following the due date of payment.

#### **Article 20 (Assignment of Claim)**

The Company may assign its claim owed to the Company by the member, including the claim for the payment of the use fees, to a servicer certified by the Ministry of Justice in case the Subscriber is delinquent in the payment of the fees or otherwise is subject to other similar situations for a certain period of time. Furthermore, the Subscriber hereby approves the assignment of the claim hereunder.

### **Chapter 5 Liability for Damages**

#### **Article 21 (Liability for Damages)**

1. When the Company fails to deliver the Internet Service which otherwise should have been provided due to reason attributable to the Company, the number of days shall be counted for every 24 hours with respect to the hours of the continuation of the situation (only for the hours which are the multiple(s) of 24 hours) that the Internet Service was not available for use in its entirety (including in this Article the case in which significant trouble has occurred in all communication through the use of the Telecommunication Equipment relating to such Contract, resulting in the condition almost equivalent to the entire unavailability of the relevant service) but only after the Company has become aware of such situation, and the total amount of the average use fee relating to such Internet Service corresponding to such number of days shall be deemed to constitute the damages suffered, and the Company shall be liable only to the extent of such damages, except with respect to any Subscriber for whom the delivery of the service is suspended under the provision of Article 17. The average use fee shall be calculated as follows:
  - (1) When the use fee for the relevant Internet Service is fixed, the daily use fee shall be calculated based on the use fee provided in the fee schedule;
  - (2) When the use fee for the relevant Internet Service is not fixed, it shall be calculated by using the average daily use fee during the six (6) months preceding the billing month which contains the first day of the continuous period during which the Internet Service could not be used at all (in case it is difficult to identify the actual record of the use during such preceding six (6) months, the amount which shall be calculated by the method separately prescribed by the Company);
  - (3) For the purpose of the calculation of the amount of the fee corresponding to the number of the days under this Paragraph, the method of calculation and the provision on the claim for the handling of fraction in value to be separately established shall be analogously applied.
2. Notwithstanding the provisions of Paragraph 1 through Paragraph 3 above, the details of the handling of liability for damages relating to additional function shall be provided

separately in the fee schedule.

3. In case the Subscriber inflicts any damages to the Company, the Company shall be entitled to demand the compensation of such damages against the Subscriber.

#### **Article 22 (Limitation of Liability)**

1. In no event shall the Company be liable for any damages suffered by any land, building or other works of the Subscriber during the implementation of any work for the installation, removal, repair or recovery of the equipment or other Telecommunication Equipment relating to the Internet Service to the extent such damages were caused by any unavoidable situation or by any directions of the Subscriber.
2. Even in case any modification or change in the Terminal Equipment or Telecommunication Equipment owned by the Subscriber (hereinafter referred to as "Modifications") has become necessary as a result of any change in these Terms and Conditions, etc., the Company shall not be liable for any cost required for such Modifications.
3. Except as expressly provided in these Terms and Conditions, the Company shall not be liable for any damages arising in connection with the provision of the service by the Company, unavailability of the service, any delay, loss of any information of the Subscriber registered, provided or collected through the service of the Company, or other service of the Company.
4. The service of the Company shall be provided as it is currently provided to the Subscriber, and the Company shall not be liable for the completeness, accuracy, adequacy, usefulness, etc. of any information or software provided by the Company or any of its partners, whether or not anything is expressly provided in the Company's web site or material or manual distributed by the Company.
5. The Company reserves the right to refuse the support of any and all hardware and software. Further, the Company shall assume no obligation to guarantee the operation of any and all product which is made available in the market, nor shall the Company provide any guarantee with respect to any hardware or software owned or purchased by the Subscriber. It is understood that the responsibility to support any hardware or software lies with the manufacturer or seller of such product.
6. The Company shall not be liable for any damages suffered by the Subscriber due to reasons not attributable to the Company, for any damages, business interruption, lost profit, any loss such as data of the Subscriber (including any data of the Subscriber and any data stored by third parties) arising from any special circumstance, whether such damages are foreseeable or not, or for any damages suffered by the Subscriber or other damages based on any claim for damages brought by third parties, whether or not the Subscriber complied with these terms and conditions.

### **Chapter 6 Treatment of the Information of the Subscriber**

#### **Article 23 (Treatment of the Information of the Subscriber)**

1. The Company shall treat any information of the Subscriber appropriately pursuant to the "Personal Information Protection Policy" to be separately posted in the web.
2. The Company shall treat the information of the Subscriber to the extent of the following purpose of the use:
  - (1) Any notice to the necessary for the implementation of the operation provided by the Company, including,

but not limited to, the provision, invoicing, notice, suspension and termination of the service of the Company;

- (2) Provision of information useful for the customers, researches through use of questionnaire and sending of give-aways regarding the services of the Company; and
  - (3) In addition to the above, any acts relating to the sales and marketing of the Company.
3. The Company may subcontract the treatment of the information of the Subscriber to a subcontractor to the extent necessary for the implementation of the purpose provided in the preceding Paragraph;
  4. The Company shall not disclose or provide any personal information to any third party unless it gives a notice to, and obtain approval from, the member regarding the recipient of the information of the Subscriber and the purpose of its use (including displaying such information on its on-line screen or applicable document and giving the members the opportunity to select the refusal of the provision of such information), provided, however, that, in any of the following cases, the Company may disclose or provide, and the Subscriber agrees such disclosure or provision, the personal information to the extent the Company finds it necessary in each of such case:
    - (1) if any compulsory disposition is taken under the applicable provision of the Criminal Prosecution Law, including the provisions of Article 218 thereof;
    - (2) if there is any request which satisfies the requirements under Article 4 (Request for Disclosure of Information on Originator of Transmission) of the Law concerning the Limitation of Liability of the Providers of Specific Telecommunication Services and the Disclosure of the Information on the Originator of the Transmission (Limitation on Provider 's Liability Law).
    - (3) if the Company finds that it is necessary for the protection of life, body and property.
  5. Notwithstanding the provision of the preceding Paragraph, the Company may disclose or provide the personal information to financial institutions including credit card companies, servicers or partners to the extent necessary for the identification of claim or obligation regarding the use of the Internet Service by the Subscriber, payment and collection if it is found to be necessary for such operations.

#### **Article 24 (Confidentiality of Communications)**

1. The Company shall maintain in confidence the communications of the Subscriber pursuant to Article 4 of the Telecommunications Business Law.
2. In the event that any compulsory disposition is effected pursuant to Article 218 of the Criminal Prosecution Law, the Law concerning the Interception of Communications for Criminal Investigations, or otherwise pursuant to the applicable court order or laws and regulations, the Company shall not be bound by the confidentiality obligation regarding the confidentiality of communications to the extent lawfully provided by such disposition or order.
3. In the event that the requirements under Article 4 (Request for Disclosure of Information on Originator of Transmission) of the Law concerning the Limitation of Liability of the Providers of Specific Telecommunication Services and the

Disclosure of the Information on the Originator of the Transmission are satisfied, the Company shall not be bound by the confidentiality obligation regarding the confidentiality of communications to the extent lawfully provided by such request.

4. In case the Company finds it necessary for the protection of life, body or property, the Company shall not be bound by the confidentiality obligation regarding the confidentiality of communications to the extent necessary for such protection.

## **Chapter 7 Miscellaneous Provisions**

### **Article 25 (Restriction On Use)**

1. When any emergency conditions arises including, but not limited to, acts of God and any incident, or there is a likelihood of the occurrence of the foregoing, and it is found to be necessary, the Company may take measures to discontinue the use of the communication through any lines other than the Subscriber Line installed at any of the following organizations (limited to those lines agreed to by the Company through consultation with such organizations) with respect to any communication involving the Subscriber Line in order to process on a priority basis such communication as shall contain the information necessary for the prevention of the disasters, or maintenance of the supply of the rescue, transportation, communication or power, or such communication as shall contain the information which needs urgent attention for the interest of the public.

Name of organizations:

Weather institutions, flood prevention institutions, fire-fighting institutions, disaster rescue institutions, police institutions (hereinafter including agencies of Japan Coast Guard, defense institutions, institutions directly associated with the maintenance of transportation system, institutions directly associated with the maintenance of communication system, institutions directly associated with the maintenance of power supply system, institutions directly associated with the maintenance of gas supply system, institutions directly associated with the maintenance of water supply system, election administration institutions, newspaper companies who meet certain standards to be separately established, institutions of broadcast providers and news agencies, financial institutions engaging in deposit and saving of money, national or municipal institutions.

2. When the communication is substantially congested, or when any communication is about to be routed through switching equipment in the amount which exceeds the limit established in advance by the sender, the communication may not reach the destination.
3. If we detect that a large amount of bandwidth is continuously being transmitted on a specific line, we will limit the bandwidth allocated to that specific line. The specifics of these limits are detailed on our website.
4. If the subscriber is found liable by not adhering to the restrictions in the previous three paragraphs their account will be terminated.

### **Article 26 (Incidental Service)**

1. Upon request from a Subscriber, the Company shall process on behalf of such Subscriber with JPRS, applicable TLD registrar or APNIC the procedure for the allocation or return of the IP address to be used for the relevant Subscriber Line (hereinafter in this Article excluding lines of connecting Subscriber), or the allocation, change or abolition of domain names. In such case, the Subscriber shall accept that the

Company will pay on its behalf the amount which will be required to be paid to JPRS, applicable TLD registrar or APNIC.

2. In the case mentioned in the preceding Paragraph, the Subscriber shall pay the fee provided in Article 5 (Services Items and Fees of Internet Service) by the due date of payment to be separately established by the Company.

### **Article 27 (Obligations of Subscriber)**

1. The Subscriber shall comply with these Terms and Conditions and the acceptable use policy (hereinafter referred to as "AUP") of the Company and other operators in connection with the use of the service provided by the Company. The Company reserves the right to terminate this Agreement without giving any advance notice to the Subscriber in case the Subscriber breaches any provision of these Terms and Conditions or inflicts any damage to the system of the Company or the system of other Subscriber(s), or in case Subscriber breaches any provision of AUP. The AUP of the Company are posted on the web site of the Company, and are subject to changes from time to time.
2. In case the Subscriber inflicts any damage to other Subscriber(s) or any third party as a result of the use of the Internet Service, the Subscriber shall be obligated to solve such issue at its own responsibility and expense.
3. Except as expressly provided in these Terms and Conditions, the Subscriber shall be responsible for any information which the Subscriber sends through the service provided by the Company, and for any use by the Subscriber of the service provided by the Company, and shall indemnify other Subscriber(s) and third party and the Company from and against such damages. In case the Subscriber inflicts any damage to other Subscriber(s), third party or the Company in connection with the use of the service provided by the Company, or in case there arises any dispute between the Subscriber and other Subscriber(s) or third party, such Subscriber shall compensate such damages or solve such dispute at its own responsibility and expense, and shall indemnify the Company from and against any of such damages.
4. The Subscriber shall have its own responsibility for the management of the user ID, IP address and password granted by the Company. The Subscriber must report to the Company promptly when the user ID, IP address, domain name, or password is forgotten or stolen.
5. The Subscriber shall be solely responsible for the back-up of the personal data of the Subscriber which are stored in the server of the Company by the Subscriber.
6. In case the Subscriber makes any communication through the network of others (whether in Japan or overseas), the Subscriber must comply with the restrictions imposed by all networks through which such communication will be forwarded. In particular, research networks cannot be used for any for-profit purpose.
7. The Subscriber shall observe the copyright law in case it intends to use any information which it obtains from the Internet Service.
8. The Subscriber must comply with the following restrictions established by the Company in connection with the operation of news groups:

### **Article 28 (Governing Law)**

The formation, validity, performance and interpretation of these

terms and conditions shall be governed by the laws of Japan.

**Article 29 (Jurisdiction)**

Any lawsuit regarding these Terms and Conditions and rights and obligations arising from any transaction related thereto shall be submitted to the Tokyo District Court.

- “This FUSION GOL End User Terms and Conditions shall become effective on October 21, 2002.”
- Partially amended on July 4, 2003
- Partially amended on January 1, 2006
- Partially amended on July 30, 2009
- Partially amended on November 1, 2010
- Partially amended on April 1, 2011
- Partially amended on August 31, 2010
- Partially amended on October 1, 2011
- Partially amended on November 1, 2012
- Partially amended on April 1, 2014