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MODEL TERMS AND CONDITIONS FOR INTERNET SERVICES

These model terms and conditions are intended for parties such as an administrator of an electronic bulletin board or an Internet service provider to adopt in their terms and conditions to the extent necessary, depending on the substance of the service provided by such parties.

Article 1 (Prohibited Matters)

The Contracted User shall not take any of the following actions by using the Service:

- (1) any action that infringes or is likely to infringe any copyright, trademark right, or other intellectual property right of the Company or others;
- (2) any action that infringes or is likely to infringe any property, privacy or portrait right of others;
- (3) any action which unjustly discriminates, disparages, or insults others, encourages unjust discrimination of others, or impairs the reputation or credibility of others;
- (4) any action that leads to or is likely to lead to a crime such as fraud, child prostitution, or illegal sale/purchase of savings accounts and mobile phones;
- (5) any action of transmitting or displaying any image, video, audio, document, etc., that represents obscenity, child pornography or child abuse; any action of selling media containing any recording of the foregoing; or any action of displaying or transmitting advertisements that suggests the transmission, display or sale of such media;
- (6) any action that leads to or is likely to lead to any drug-related crime or abuse of controlled substances, designated substances, items for which advertisement is banned by public notice (i.e., items for which advertisement, etc., is banned broadly pursuant to public notice identifying such items as suspected designated substances, etc.), or other so-called dangerous drugs; any action of advertising unapproved or expired pharmaceuticals, etc.; or any action of selling or otherwise distributing

- pharmaceuticals that are not allowed to be sold or otherwise distributed on the Internet;
- (7) any action of advertising, for the purpose of sale or distribution, individual organisms, etc., of endangered species of wild fauna and flora that are subject to regulation on advertisements;
- (8) any action of advertising monetary loans without being registered to conduct a money lending business;
- (9) any action of setting up a pyramid scheme (nezumi-ko) or soliciting therefor;
- (10) any action of wrongfully rewriting or deleting information accumulated in the Company's facilities;
- (11) any action of using the Service through impersonation;
- (12) any action of transmitting or posting a virus or other harmful computer program;
- (13) any action of sending others email of advertisement, promotion or solicitation without their consent; or any action of sending others email which is or could be offensive under social norms;
- (14) any action that interferes or is likely to interfere with the use or operation of others' facilities or facilities for the Internet connection service;
- (15) any action of conducting unlawful betting or gambling or soliciting for participation in unlawful betting or gambling;
- (16) any action of agreeing to undertake, intermediating, or inducing (including commissioning of another person) an illegal act (such as a transfer of guns, unlawful production of firearms or explosives, provision of child pornography, forgery of public documents, murder, or blackmailing);
- (17) any action of sending to an unspecified number of people any cruel content such as an image of murder scene, content such as an image of slaughter or abuse of animals, or content that is extremely offensive to others under social norms;
- (18) any action of inducing or encouraging suicide; or any action of introducing means of suicide that are likely to cause harm to third parties;
- (19) any action of creating a hyperlink in any manner or for the purpose of encouraging any of the actions in the foregoing items while knowing that such action falls under any of the categories in the foregoing items;
- (20) any action of encouraging unspecified persons to post or otherwise display any content that leads to or is likely to lead to a crime or illegal activity, or any content that unjustly disparages or insults others or invades others' privacy;
- (21) any other action which the Company determines is contrary to public policy and morals or infringes others' rights.

Article 2 (Use by the Contracted User's Affiliates)

- In the event that, pursuant to the procedures separately prescribed by the Company, the Company executes a service agreement with a Contracted User in order for the Contracted User to allow the use by such Contracted User's family members or other persons (hereinafter referred to as the "Affiliates"), upon the Contracted User's agreeing to bear the service fees for the use of the Service by such Affiliates, then such Contracted User shall be obligated to ensure that such Affiliates will also comply with these Terms and Conditions.
- In the event of the preceding paragraph, if the Contracted User's Affiliate takes any of the
 prohibited actions set forth in the respective items of Article 1 (Prohibited Matters) or
 causes damage to the Company willfully or negligently, then the respective provisions of
 these Terms and Conditions shall apply as if such action of the Affiliate was that of the
 Contracted User.

Article 3 (Deletion, etc., of Content, etc.)

- 1. The Company may take any one or any combination of the following measures against the Contracted User If any use of the Service by the Contracted User constitutes any of the actions in the respective items of Article 1 (Prohibited Matters), or if any person makes a complaint, claim, etc., against the Company in relation to such use and the Company recognizes the necessity, or if the Company otherwise determines that the Contracted User's action is inappropriate for the operation of the Service:
 - (1) The Company may request that the Contracted User cease the relevant action in the respective items in Article 1 (Prohibited Matters);
 - (2) The Company may request that the Contracted User negotiate with such other person in order to resolve such complaint, etc.;
 - (3) The Company may request that the Contracted User delete the displayed content;
 - (4) The Company may, without prior notice, delete all or part of the content published or displayed by the Contracted User or make the same unavailable to others; and/or
 - (5) If the hotline system provided in Article 6 is not implemented by the Contracted User, the Company may demand such hotline system.
- 2. The measures in the preceding paragraph are not intended to deny the principle of self-responsibility on the part of the Contracted User, and the principle of self-responsibility will be respected in interpreting and operating the provisions in the preceding paragraph.

Article 4 (Blocking of Child Pornographic Images)

1. For the purpose of preventing the spread of infringement of the rights of child victims

through distribution of child pornography on the Internet, the Company may, without prior notice, make unavailable for viewing any child pornographic image or video which significantly breaches children's rights as determined by the Company or the body that prepares and manages address lists of websites containing child pornography, upon identifying the Contracted User's connected sites, etc.

- 2. To the extent necessary in connection with the measures under the preceding paragraph, the Company may make unavailable for viewing any content that is not directly related to the distribution of such image or video.
- 3. With regard to the measures under the preceding two paragraphs, the Company will target solely child pornographic contents that significantly breach children's rights and will take such measure only where it is recognized that the privacy of communications is not unreasonably violated and where the illegality is precluded.

Article 5 (Treatment of Content which is Harmful to Young People)

- 1. Where the Contracted User uses the Service and thereby becomes a Specified Server Administrator (hereinafter referred to as the "Specified Server Administrator") under Article 2, paragraph (11), of the Act on Establishment of Enhanced Environment for Youth's Safe and Secure Internet Use (Act No. 79 of 2008; hereinafter referred to as the "Youth Internet Use Environment Improvement Act"), then the Contracted User shall take sufficient care to heed the obligation to make efforts under Article 21 of said Act.
- 2. Where the Contracted User uses the Service and thereby becomes the Specified Server Administrator, if the Contracted User becomes aware that any content harmful to young people (except for any content specified in Article 1 of the contents which considerably impede the sound growth of young people; the same shall apply hereinafter) is published by a third party by using the server administered by the Contracted User, or if the Contracted User publishes such content, then the Contracted User shall make efforts to take measures to reduce opportunities for young people to view such content by taking procedures illustrated below.
 - (1) The Contracted User shall conspicuously indicate that the content is intended for those aged eighteen or over.
 - (2) The Contracted User shall implement a system in which only those aged eighteen or over may view the content, by having viewers enter their age or taking another method.
 - (3) The Contracted User shall delete contents harmful to young people.
 - (4) The Contracted User shall notify the filtering service provider of the URL associated with contents harmful to young people.
- 3. If the Company determines that any content harmful to young people has been published

through the Service, then in accordance with the intent of Article 21 of the Youth Internet Use Environment Improvement Act, the Company may request that the Contracted User take measures to reduce opportunities for young people to view such content by taking the procedures illustrated in the preceding paragraph.

- 4. If in response to the Company's notification pursuant to the preceding paragraph, the Contracted User informs the Company that such content does not constitute content harmful to young people, then the Company shall respect such determination of the Contracted User.
- 5. Even in the event of the preceding paragraph, the Company may take the procedure in (4) of Paragraph 2 above and take measures to reduce, by filtering, opportunities for young people to view such content.

Article 6 (Implementation of Hotline System)

- 1. Where the Contracted User uses the Service and thereby becomes the Specified Server Administrator, the Contracted User shall implement a system for accepting contact from third parties in the manner illustrated below, for the purpose of preventing trouble relating to publication of certain content:
 - (1) Implementation of an inquiry form for third parties in relation to publication of certain content by way of the Service;
 - (2) Publication of an email address for inquiry relating to publication of certain content by way of the Service.

Additionally, where the system is implemented to accept contact in the manner illustrated in (2) above, the Contracted User shall take sufficient note that such contact information could be misused for other purposes.

2. In using the Service, the Contracted User shall notify the Company of the contact information for the Company to contact the Contracted User in the event that trouble occurs in relation to publication of certain content.

Article 7 (Suspension of Use)

- 1. If any of the events set forth in the following items occurs in respect of the Contracted User, the Company may suspend the use of the Service by the Contracted User:
 - (1) When the Contracted User fails to pay fees for the Service after the payment due date;
 - (2) When the Contracted User's credit card for settlement of fees for the Service or the bank account designated by the Contracted User is no longer accepted due to cancellation or other reason;

- (3) When the use of the Service falls under any of the actions in the respective items under Article 1 (Prohibited Matters), and upon receiving a request under Items (1) through (3) or (5) of Paragraph 1 in Article 3 (Deletion, etc., of Content, etc.), the Contracted User fails to accommodate such request within a period designated by the Company; or
- (4) Other than those in the respective preceding items, when the Contracted User breaches these Terms and Conditions.
- 2. When the Company intends to suspend the use of the Service by the Contracted User pursuant to the provisions of the preceding paragraph, the Company shall notify the Contracted User of the grounds for such suspension in advance; provided that the foregoing shall not apply in the case of emergency.

Article 8 (Termination by the Company)

- Where the use of the Service by the Contracted User is suspended pursuant to the
 provisions of Article 7 (Suspension of Use), if such Contracted User fails to resolve or cure
 such suspension event within a period designated by the Company, then the Company
 may terminate the relevant service agreement.
- 2. In the event that the Company intends to terminate the service agreement pursuant to the preceding paragraph, the Company may do so without giving notice or making a demand to the Contracted User.

Article 9 (Compliance with Relevant Laws and Regulations)

In taking the measures set forth in these Terms and Conditions, the Company shall take appropriate measures within the scope set forth in any relevant laws and regulations.