



## TERMS AND CONDITIONS OF SERVICE (SonixNet SIM)

### I. ACCEPTANCE OF TERMS & CONDITIONS

Thank you for choosing SonixNet. This Customer Agreement sets forth the legal Terms and Conditions, which will apply to your use of the SonixNet SIM Card services. “You” and “your” refer to any person, who uses this site, or to any person, who uses any SonixNet SIM Card services.

In order to accept these terms and conditions, you must be at least 18 years of age or you must represent that your parent or legal guardian consents to your use of these terms and conditions.

In no case may you assign or transfer any right and obligations to a third party.

We reserve the right to refuse service if we believe you are likely to:

- i. violate the Terms and Conditions,
- ii. default on payment of liabilities, or
- iii. exploit the service in any form that offends public order or defames our company or service.

We also reserve the right to refuse service if we believe you are intentionally making false statements at the time of registration as well as anytime throughout the use of our devices or services, or if we determine for any reason that it is impossible to provide the service.

### II. ACCEPTING THE AGREEMENT

Any agreement in written or oral form, payment and/or activation of any of our services, and the opening of any device packaging will be considered as an acceptance of our terms and conditions.

### III. OTHER TERMS & CONDITIONS



- i. We are not responsible for any third party terms and conditions.
- ii. We maintain the right to change any part of the Customer Agreement at any given time.
  - a. This includes but is not limited to: products, rates, plans, services, fees/expenses, and cancellation policies.
  - b. Continued use or payment for any of our services after any modification will be considered an acceptance of the change(s).
- iii. We also reserve the right to limit, interrupt, suspend, or cancel your service based on our sole discretion for:
  - a. any conduct that violates our terms and conditions,
  - b. any conduct that violates our policies, or
  - c. any reason for us to believe that our devices or services are being used for an unlawful purpose or in a way that may unfavorably affect our service.

#### IV. TERMINATION

- i. Either party may reserve the right to terminate this Customer Agreement (which will end your SonixNet SIM Card service) at any time for any reason.
- ii. Responsibilities and/or fees/expenses accumulated until the point of termination will not be revoked and will need to be accounted for.
- iii. Refunds will not be provided for any unused portion of services.

#### V. CHARGES, BILLING, & PAYMENT

You are responsible for payment of all services and/or damages to the SonixNet SIM card, which includes any usage and/or damages incurred by any persons you have permitted to have direct or indirect access to your SIM card even if use was not authorized.

You are responsible for being knowledgeable about any and all charges owed to us and we are not obliged to send invoices for any or all charges, neither during your time using our services and/or devices, nor after termination of our services. You are responsible for contacting us for any such information.



Payment must be made in full to have continued access to our services and the SIM card. If payments are not made by the deadline, services will be suspended or terminated. You will not be reimbursed in any form for any unused portion of any reinstated services made by late payments.

## VI. PRIVACY

We maintain the right to provide information about and to make changes to your order or services upon the direction of any person able to provide information we deem sufficient to identify you and their relationship to you.

These changes include but are not limited to:

- i. the subscription to services, and
- ii. termination

You consent to the use by us or our authorized agents to contact you to advise you about our services or miscellaneous matters that we believe may be of interest to you via email, phone, fax, or regular mail. You also consent to the use of any other reasonable means by which we may contact you.

SonixNet is not responsible for any loss/damages or charges/expenses incurred due to our inability to contact you despite our attempts to do so.

## VII. DEVICE DISCLOSURE

SonixNet does not manufacture any device that can be used with our services and we are not liable for any defects, acts, or omissions of the manufacturer of any device. We are also not responsible for any limited warranties provided by the manufacturer.

- i. You may use your own device with our services but your device must be compatible with and not interfere or harm our services.
- ii. We reserve the right to prevent or refuse you from using any device with our services
- iii. Use of your own devices is per your discretion and we are not liable for any incompatibility or impacted performance of our services



- iv. We maintain the right to change and/or update our SIM card, at times remotely, and we are not liable for any damages and/or loss caused by any of our adjustments.
- v. SIM cards lent from SonixNet or from any affiliate of SonixNet are lent and designed exclusively for use with SonixNet services.
- vi. By using our SIM card, you agree to activate and use it with SonixNet service and also agree that you will not make, nor assist or allow other persons or entities to make any modifications to any SonixNet SIM cards or programming for any purposes.
- vii. You will be liable to us, SonixNet, for any damages resulting from any prohibited conduct.

## VIII. SERVICES

SonixNet provides their services only to those whose identification is verified with official legal documents with the user's name, date of birth, and photograph stated. An application without a valid ID is void.

- i. Calling and SMS charges are pay-per-use and apply separately.
- ii. Call waiting and voice mail can be activated as a separate paid option.
- iii. International calling and international cellular/data roaming are disabled by default.
- iv. If international calling is enabled, calling charges apply separately.
- v. A monthly limit of 20,000 JPY applies to enabled international calling charges (upgrades available upon request).

## IX. RATES & PAYMENTS

All charges will be in accordance with SonixNet's current rate for the selected service plan at the time of use, regardless of the pricing at the time of application. In the event SonixNet determines that the service is mispriced or contains an inaccurate description, SonixNet reserves that right to take any action it deems necessary, in its sole discretion, to rectify the error. All applicable taxes shall be added to the usage and purchase price.



## X. REPAIR POLICY

All defective SIM cards sold by SonixNet must be reported to Assist Solutions' customer service within 3 days of delivery/purchase. Our customer service will then determine if further analysis needs to be performed on the SIM card and will advise if it is necessary to send the SIM card to our office to be analyzed. You must return your SIM card in 'like new' condition, with all original boxes and packing materials, components, manuals, blank warranty cards and other accessories provided by the manufacturer. You must repack the SIM card in its original packaging, along with all manuals, accessories and related materials.

## XI. MOBILE EQUIPMENT, SIM CARD, & TELEPHONE NUMBER

You are responsible for your own end material (chargers, earphones, and plug adaptors) and its proper configuration and installation in compliance with any regulations and applicable instructions by SonixNet or the manufacturer. You are also responsible for all preparations required to install the service, such as preparing and inserting the SIM card and setting the proper protocols. You agree to follow the instructions properly when inserting the SIM card to your mobile phone.

SonixNet has the right to cancel or change the phone number we may have assigned to you if required for operational or technical reasons without compensation. Any and all rights attached to a phone number assigned to you by SonixNet remain vested in SonixNet. All SIM cards remain the property of SonixNet, and we reserve the rights to alter and develop its content as well as claim its return.

## XII. COVERAGE LIABILITY

Service may be interrupted, delayed, or limited for a variety of reasons, including, but not limited to: high-usage periods, signal strength, customer equipment, environmental conditions (e.g. terrain, weather, foliage, architecture), unavailability of radio frequency channels, system capacity and constraints, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities



of interconnecting carriers. We do not guarantee the full availability of any wireless network or service.

### XIII. PERMITTED USES

SonixNet provides wireless data including, but not limited to features that may be used with data services and wireless content and applications.

Our services are intended for; Web browsing, email, calling, internet access, uploading and downloading ordinary applications and content to and from the Internet, and using applications and content without excessively contributing to network congestion.

You agree that SonixNet may engage in any reasonable network management practice and that you will use its services only for these permitted activities. You also agree to refrain from any illegal conduct or use with criminal intentions.

### XIV. DATA USAGE

Data usage occurs whenever your device is connected to our network and is engaged in any data transmission. This includes but is not limited to: sending and receiving emails, texts, documents, and content, accessing websites; and downloading and uploading applications and content.

- i. Some applications, content, programs and software that you download or that come with your device per our jurisdiction may automatically or regularly send and receive data transmissions without any action by you and/or without your knowledge. Any advertisements or advertiser-related messages or data delivered to your device will count toward your data usage.
- ii. Network overhead, software update requests, email notification, and resend requests caused by network errors can also increase data usage.

You will be charged for all usage when your device is connected to our network, whether or not you initiate the connection or do so successfully.



## XV. LOCATION INFORMATION

SonixNet collects information about the approximate location of your device via our cell towers and the Global Positioning System (GPS). We use such information, as well as other usage and performance information, to provide you with wireless services and to maintain and improve our network and the quality of your wireless experience. It is your responsibility to notify users of your account that we may collect this data.

## XVI. SOFTWARE

The Software, interfaces, documentation, data, and content provided for your device may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software, or data generated or provided subsequently by SonixNet that is licensed to you by SonixNet and/or its licensors/suppliers for use only on your device.

- i. You are not permitted to use the software in any manner not authorized by this license
- ii. You may not, and you agree not to enable others to, copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the software or any portion thereof.
- iii. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the software or any portion thereof.
- iv. You agree that the software contains proprietary content and information owned by SonixNet and/or its licensors/suppliers
- v. SonixNet and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the software at any time without notice and will have no liability for any adverse results of doing so.
- vi. You acknowledge SonixNet's software licensors/suppliers reserve the right of third party beneficiaries of this license, including the indemnification, limitation of liability, and disclaimer of warranty provisions.



## XVII. INTELLECTUAL PROPERTY

You must respect the intellectual property rights of SonixNet, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any platform controlled by SonixNet or accessed through Assist Solution's websites.

- i. Except for materials in the public domain, all materials displayed in association with our services are copyrighted or trademarked.
- ii. Except for personal and non-commercial use, trademarked and copyrighted materials may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

## XVIII. PROHIBITED USES & CONDUCT

When you activate or use our services or SIM card, you agree that you do not misuse or abuse our services or devices by:

- i. taking part in any conduct such as ordering the SIM card without intending to activate or use our network,
- ii. rebilling our services or leasing our SIM card to another party,
- iii. modifying our device from its manufacturer's specifications,
- iv. activating the SIM card on a service plan or with a feature not designated for its use,
- v. using any service in a manner that is burdensome or unusually excessive when compared to other customers in your area on similar plans, or
- vi. using our services or SIM card for any fraudulent or unlawful purpose.

You agree that you will not use our SIM card or services in any manner which compromises network security or capacity, adversely impacts network service levels or legitimate data flows, degrades network performance, or causes harm to the network or other customers.

You agree not to engage in conduct toward our employees, customers, or others that involves the use of derogatory, threatening, vulgar, offensive, or similarly unreasonable language or behavior, or engage in conduct that is harmful to, interferes with, damages,





or affects our network and infrastructure, property, services, devices, options, customers, reputation (e.g. defamation that may affect SonixNet or any associated parties' trust and disturb sales), and intellectual property rights.

You agree that you will not use our SIM card or services in any manner, which conflicts with applicable law. Further, you may not belong to or be affiliated with any unlawful person(s), group(s), or organization(s).

#### XIX. PROTECTIVE MEASURES

We reserve the right to take any action at our sole discretion to protect and maintain the integrity of our network, rights and property, services, or the rights and interest of others. This may include but is not limited to:

- i. modifying the permitted and prohibited data activities without prior notice,
- ii. engaging in any reasonable network management practice to enhance customer service,
- iii. reducing network congestion,
- iv. adapting to advances and changes in technology,
- v. reducing your data speeds at any time or place if your data usage exceeds an applicable usage threshold,
- vi. using reasonable methods to monitor and collect customer usage information to better optimize the operation of the network,
- vii. changing the service plan you selected to a service plan identified by SonixNet as appropriate for the SIM card being used,
- viii. blocking access to certain numbers (e.g. international destinations), and
- ix. interrupting, suspending, or terminating our services without prior notice and at our sole discretion

#### XX. DISCLAIMER OF WARRANTIES

SonixNet makes no representations or warranties, expressed or implied, including (to the extent of the law) without limitation: any implied warranty, suitability, accuracy, security, performance regarding our services, SIM card, applications, software, or other services



subject to this agreement.

We do not promise or guarantee uninterrupted or error-free services or coverage.

## XXI. LIMITATIONS ON SERVICE & LIABILITY

You agree that, unless prohibited by law, the following limitations of service and liability apply and that neither we nor our subsidiaries, affiliates, vendors, suppliers, or licensors are responsible for any damages resulting from: any act, mistakes, or omission of a third party; mistakes, omissions, interruptions, errors, failures to transmit, delays, or failures or defects in the services or software or devices provided by or through us; damage or injury caused by the use of services, software, or device; claims against you by third parties; damage or injury caused by suspension or termination of services or software; damage or injury caused by an interruption or failure in accessing or attempting to access emergency services from a device; any health-related claims relating to our services or devices; data content or information accessed while using our services; loss or disclosure of any sensitive information you transmit; interrupted, failed, or inaccurate location information services; information or communication, which is blocked by a spam filter; damage to your device or any computer or equipment connected to your device; damage to or loss of any information stored on your device, computer, equipment, or SonixNet SIM Card, including damage or loss from your use of the services or from viruses or downloads of malicious content, software, materials, data, text, images, video, or audio; or things we cannot control, including but not limited to: environmental disasters or government action.

## XXII. LIMITATION OF LIABILITY – NO CONSEQUENTIAL LIABILITY

Unless prohibited by law, under no circumstances is SonixNet liable for any indirect, incidental, punitive, multiple, special or consequential losses or damages of any nature whatsoever that you or any third party may suffer by use of, or inability to use, services, software, or SIM card provided by SonixNet. This includes but is not limited to: the loss of business of goodwill, revenue or profits, or claims of personal injuries.

This limitation and waiver also applies if you bring a claim against one of our suppliers if we would be required to indemnify the supplier for the claim.



### XXIII. INDEMNIFICATION

You agree to indemnify, defend and hold SonixNet (including its officers, directors and employees) and its affiliates, vendors, suppliers and licensors harmless from and against any and all claims for damages of any nature arising in any way from or relating to, directly or indirectly, the services or devices provided by SonixNet or any person's use thereof, including claims arising in whole or in part from SonixNet's alleged negligence, or any violation by you.

### XXIV. DISPUTES

You must notify us in writing at our office of a dispute resolution within 30 days of the date of any event giving rise to a dispute, including any dispute over charges and/or services we provided, or you will waive your right to dispute the charges and/or services and to bring or participate in any legal action raising such dispute

### XXV. ENFORCEIBILITY

If any provision in our Terms and Conditions is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. Only provisions and clauses found to be unenforceable by the aforementioned bodies shall be null and void.

The law of Japan shall govern these Terms and Conditions. In the event of dispute, the law of Japan shall govern.

The Terms and Conditions constitutes the entire agreement between you and us, SonixNet. These Terms and Conditions therefore supersedes any and all prior agreements and understanding relating to the subject matter of the Terms and Conditions.

The provisions and clauses of these Terms and Conditions that would, by their nature, continue beyond the termination of services shall survive termination of services.

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