

**povo2.0 Communication Service Contract
Terms and Conditions**

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KDDI Corporation

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Chapter 1 General Rules

Article 1 (Application of Terms and Conditions)

KDDI provides povo2.0 Communication Service in accordance with these povo2.0 Communication Service Contract Terms and Conditions (hereinafter referred to as "these Terms and Conditions"). The official text of this Agreement is in Japanese, and any translations into other languages are for reference purposes only. In the event of any discrepancy between the Japanese version and any translated version of this Agreement, the Japanese version shall take precedence.

(Note) In addition to this Article, KDDI provides services incidental to povo2.0 communication services (hereinafter referred to as "incidental services") in accordance with the provisions of paragraph 3 of the Appended Document.

Article 2 (Changes to Terms and Conditions, etc.)

- (1) KDDI may modify these Terms and Conditions in accordance with the provisions of the Civil Code. In such cases, the conditions for the provision of povo2.0 communication services shall be in accordance with the revised terms and conditions. KDDI shall make the changed Terms and Conditions and the effective date of the changed Terms and Conditions known to the public through a designated website or other appropriate means, and the changed Terms and Conditions shall become effective at the time the said Terms and Conditions come into effect.
- (2) In cases falling under Article 22-2-3, paragraph 2, item 1 of the Regulations for Enforcement of the Telecommunications Business Act (Order of the Ministry of Posts and Telecommunications, 1985, Act No. 25; hereinafter referred to as the "Business Act Enforcement Regulations"), and when the terms of service are to be changed from the requests of KDDI, instead of individual notification and explanation, KDDI will post the contents on a designated website.

Article 3 (Definitions of Terms)

In these Terms and Conditions, the following terms shall have the following meanings, respectively.

| Term | Meaning of term |
|----------------------------------|--|
| Telecommunications equipment | Machinery, apparatus, lines, and other electrical equipment for telecommunications |
| Telecommunication service | Using telecommunications facilities to mediate the communications of others, or otherwise using telecommunications facilities for the communications of others |
| Telecommunication line equipment | Transmission line facilities connecting the place of transmission and the place of reception, switching facilities installed as an integral part thereof, and their auxiliary facilities |
| Calling | Communications that send or receive voice or other sounds through telecommunication lines |

| Term | Meaning of term |
|-------------------------------|---|
| Data communication | Communications that send or receive data through telecommunication lines by packet switching method |
| Telephone network | Telecommunication line equipment for transmission and switching mainly for the purpose of making calls |
| Data communication network | Telecommunication line equipment for transmission and switching for the purpose of data communication |
| povo2.0 communication service | Telecommunication services provided by KDDI using telephone networks or data communication networks (limited to those involving the use of telecommunication lines set up between vehicle-mounted or portable antenna facilities and radio transmitting/receiving equipment and radio base station facilities), and those other than au (5G) communication service set forth in KDDI's au (5G) Communication Service Contract Terms and Conditions, UQ mobile communication service II set forth in UQ mobile Communication Service II Contract Terms and Conditions, UQ mobile communication service II set forth in UQ mobile Communication Service Contract Terms and Conditions, povo1.0 communication service set forth in the povo1.0 Communication Service Contract Terms and Conditions, or those other than sub-line services set forth in the Sub-Line Communication Service Terms of Use |
| Service office | (i) KDDI's business offices that perform operations related to povo2.0 communication services (ii) Business offices of persons who perform contract administration for povo2.0 communication services on behalf of KDDI |
| povo2.0 contract | Contract with KDDI to receive povo2.0 services |
| povo2.0 contract holder | A person who has concluded a povo2.0 contract with KDDI |
| Roaming contract | Contract to receive roaming services from KDDI |
| Roaming contract holder | A person who has concluded a roaming contract with KDDI |
| Contract holder | A povo2.0 contract holder or roaming contract holder |
| Agreed operator | A telecommunications operator that has concluded an interconnection agreement (an agreement concluded between KDDI and a telecommunications carrier other than KDDI (registered under Article 9 or Article 16, paragraph 1 of the Telecommunications Business Act (Act No. 86 of 1984); hereinafter referred to as the "Business Act") on the connection of telecommunication equipment; the same shall apply hereinafter) with KDDI |
| Overseas operator | An overseas operator with which KDDI has concluded an international roaming agreement (an agreement concluded by KDDI with an overseas operator for the mutual provision of telecommunication services upon approval of an agreement with a foreign government, etc. as stipulated in |

| Term | Meaning of term |
|-------------------------------|---|
| | Article 40 of the Business Act; hereinafter the same shall apply). |
| Specified MNO operator | UQ Communications Inc. |
| povo2.0 Terms and Conditions | povo2.0 Communication Service Contract Terms and Conditions of Okinawa Cellular Telephone Company |
| povo1.0 Terms and Conditions | povo1.0 Communication Service Contract Terms and Conditions of KDDI or Okinawa Cellular Telephone Company |
| 5G Terms and Conditions | au (5G) Communication Service Contract Terms and Conditions of KDDI or Okinawa Cellular Telephone Company |
| LTE Terms and Conditions | au (LTE) Communication Service Contract Terms and Conditions of KDDI or Okinawa Cellular Telephone Company |
| UQmI Terms and Conditions | UQ mobile Communication Service Contract Terms and Conditions of KDDI or Okinawa Cellular Telephone Company |
| UQmII Terms and Conditions | UQ mobile Communication Service II Contract Terms and Conditions of KDDI or Okinawa Cellular Telephone Company |
| UQm Terms and Conditions | UQmI Terms and Conditions and UQmII Terms and Conditions |
| au Terms and Conditions | 5G Terms and Conditions and LTE Terms and Conditions |
| au, etc. Terms and Conditions | au Terms and Conditions, UQm Terms and Conditions and povo1.0 Terms and Conditions |
| Subscriber telephone service | Telecommunication services (excluding IP telephone services) provided using telecommunications numbers specified in item 1 of the attached table of the Telecommunications Numbering Regulations (Ordinance of the Ministry of Internal Affairs and Communications No. 4 of 2022) |
| IP telephone service | Telecommunication services (excluding those stipulated in paragraph 26 of the separate article) provided via the internet protocol at terminal system transmission facilities (meaning terminal system transmission facilities stipulated in the Enforcement Regulations of the Business Act) using telecommunications numbers stipulated in items 1 or 6 of the Appended Table of the Telecommunications Numbering Regulations |
| Relay service | Telecommunication service provided using the telecommunications numbers specified in item 2 or item 10 of the Appended Table of the Telecommunications Numbering Regulations |
| Mobile phone service | Telecommunication service provided by mobile radio communications as stipulated in Article 3, item 1 of the Radio Equipment Regulations (Radio Regulatory Commission Regulations No. 18 of 1950) |
| Secondary line service | Secondary line service as defined in the Terms of Service for Secondary Line Communications Service of KDDI or Okinawa Cellular Telephone Company |

| Term | Meaning of term |
|--|--|
| Subscriber telephone operator | KDDI or an agreed operator providing subscriber telephone service |
| IP telephone operator | KDDI or an agreed operator providing IP telephone service |
| Relay operator | KDDI or an agreed operator providing relay service |
| Mobile phone operator | An agreed operator providing mobile phone service |
| Mobile radio equipment | Antenna facility and radio transmitting and receiving equipment used on land (including rivers, lakes, marshes, and coastal waters of Japan; the same shall apply hereinafter) based on contracts pertaining to povo2.0 communication services |
| Third-party mobile radio equipment | Antenna facility and radio transmitting and receiving equipment used on land based on contracts for mobile phone service by a mobile phone operator |
| Radio base station facility | <p>(i) KDDI telecommunications facilities for sending or receiving radio waves to and from mobile radio equipment (limited to those for performing the services specified in Article 3, paragraph 1, item 8 of the Ordinance for Enforcement of the Radio Act, which are based on the 3.9- to 4th-generation mobile communication system and the 5th-generation mobile communication system specified in the Regulations for Telecommunications Business Reporting (Ministry of Posts and Telecommunications Ordinance No. 46, 1988))</p> <p>(ii) Radio base station equipment that conforms to the conditions specified in Article 49-29-2 of the Radio Equipment Regulations (limited to those installed by specified MNO operators)</p> <p>(iii) Radio base station equipment that conforms to the conditions specified in Article 49-29 of the Radio Equipment Regulations (limited to those installed by specified MNO operators)</p> |
| Terminal facility | Telecommunications facilities of the contract holder connected to one end of the subscriber line, where one part of the facilities is installed in the same premises (including equivalent areas) or in the same building as the other part of the facilities |
| SIM card | Card capable of storing telephone numbers and other information, which KDDI lends to the subscriber for the provision of povo2.0 communication service, or which Okinawa Cellular Telephone Company lends to the subscriber in accordance with the povo2.0 Terms and Conditions. |
| eSIM | Phone numbers and other information that can be stored in the area of terminal facilities for the provision of povo2.0 communication services through procedures prescribed by KDDI |
| SIM, etc. | SIM card and eSIM |
| Self-operated telecommunications equipment | Telecommunications equipment installed by persons other than telecommunications operators, other than terminal facilities |

| Term | Meaning of term |
|-------------------------------------|--|
| Subscriber line | Telecommunication line set up between the radio base station equipment and mobile radio equipment designated by the applicant for the contract based on the contract for povo2.0 communication service |
| au, etc. subscriber line | Subscriber line specified in KDDI's au, etc. Terms and Conditions |
| Subscriber line of another network | Subscriber line for telecommunication services other than povo2.0 communications services (including telecommunications facilities installed by KDDI or agreed operators as necessary), other than au, etc. subscriber lines |
| Public telephone of another network | Telecommunication service provided to the public by installing telephones on streets and other places by KDDI or an agreed operator |
| KDDI interconnection point | Connection point between telecommunications facilities for povo2.0 communication service and telecommunications facilities for telecommunication services (excluding mobile phone services) provided by KDDI under contract terms and conditions other than these Terms and Conditions (refers to contract terms and conditions, table of fees and other agreements stipulating conditions of provision of telecommunication services; the same shall apply hereinafter) |
| Third-party interconnection point | The connection point of telecommunications equipment pertaining to interconnection based on interconnection agreements between KDDI and telecommunications operators other than KDDI (excluding those pertaining to dedicated connection lines (refers to telecommunication line equipment of agreed operators installed to connect telecommunication line equipment pertaining exclusively to povo2.0 communications services; the same shall apply hereinafter)) |
| Interconnection point | KDDI's interconnection point or a third-party interconnection point |
| Subscriber line, etc. | (i) Subscriber lines, au, etc. subscriber lines, and telecommunications equipment connected to subscriber lines via telephone networks or data communication networks that KDDI installs as needed (ii) Interconnection point |
| Phone number | Telecommunication numbers stipulated in the Regulations for Telecommunications Numbers or a combination of alphabetical or numeric characters to identify subscriber lines |
| Data subject to fees | Data (including control signals, etc. which are regarded as data; the same shall apply hereinafter) transmitted between subscriber lines and subscriber lines, etc. by the packet switching method) |
| Fee month | From the first day of the first calendar month (a certain day of each calendar month as prescribed by KDDI for each contract) to the day before the first day of the next calendar month |
| Universal service fee | Fee determined by KDDI based on the amount calculated in accordance with the Rules for Calculation of Grants and Contributions for Provision of Basic Telecommunications Services (Ordinance of the Ministry of Internal Affairs |

| Term | Meaning of term |
|-----------------------------|--|
| | and Communications No. 64 of 2002) to cover the cost of ensuring the provision of basic telecommunication services as stipulated in the Business Act |
| Telephone relay service fee | Fee determined by KDDI to cover the cost of ensuring the provision of telephone relay service as stipulated in the Law Concerning Facilitation of Telephone Use by the Hearing Impaired, etc. (Law No. 53 of 2020), based on the amount calculated in accordance with the Ordinance for Enforcement of the Law Concerning Facilitation of Telephone Use by the Hearing Impaired, etc. (Ordinance of Ministry of Internal Affairs and Communications No. 110 of 2020) |
| Consumption tax equivalent | The amount of consumption tax levied in accordance with the provisions of the Consumption Tax Act (Act No. 108 of 1988) and laws and regulations related to the Act, and the amount of local consumption tax levied in accordance with the provisions of the Local Tax Act (Act No. 226 of 1950) and laws and regulations related to the Act |
| au contract | 5G contract as set forth in KDDI's 5G Terms and Conditions and LTE contract as set forth in the LTE Terms and Conditions |
| UQml contract | UQ mobile contract as set forth in KDDI's UQml Terms and Conditions |
| UQml contract | UQ mobile II contract as set forth in KDDI's UQml II Terms and Conditions |
| UQm contract | UQml contract and UQml II contract |
| povo1.0 contract | povo1.0 contract as set forth in KDDI's povo1.0 Terms and Conditions |
| Contract transfer | To cancel a povo1.0 contract and to conclude a new povo2.0 contract at the same time without changing the telecommunication number, in a manner separately prescribed by KDDI |
| Number transfer | To conclude a new povo2.0 contract at the same time as canceling an au contract or UQm contract, or to conclude a new au contract or UQm contract at the same time as canceling a povo2.0 contract, without changing the telecommunication number, in a manner separately prescribed by KDDI |
| MNP | To change the telecommunications carrier providing the mobile phone service without changing the telecommunications number |

Chapter 2 Types of povo2.0 Communication Services

Article 4 (Types of povo2.0 Communication Services, etc.)

(1) povo2.0 communication services include the following types of services.

| Type | Description |
|-----------------|--|
| povo2.0 service | povo2.0 communication service provided by setting up a telecommunication line between the base station equipment and the mobile radio equipment designated by the subscriber (limited to those in which the licensee of the radio station is KDDI) |
| Roaming | povo2.0 communication service provided by setting up a telecommunication line between the base station equipment and the mobile radio equipment designated by the subscriber (limited to those in which the licensee of the radio station is Okinawa Cellular Telephone Company) |

(2) povo2.0 services have the following classifications.

| Classification | Description |
|----------------|---|
| Dual | Service that provides calling and data communications |
| Single | Service that provides data communications |

(3) Roaming has the same classification as povo2.0 services

Chapter 3 povo2.0 Contract

Article 5 (Contract Units)

KDDI enters into one povo2.0 contract for each phone number. In this case, the number of povo2.0 contract holders is limited to one per povo2.0 contract.

Article 6 (How to Apply for a Contract)

When applying for a povo2.0 contract, the applicant is required to send the address, name, and other information specified by KDDI as well as information separately specified by KDDI to confirm the contents of the application (including an image that can confirm the appearance of the applicant, which is necessary for identity confirmation through eKYC) via the Internet to the service handling office that handles the povo2.0 service contract.

Article 7 (povo Account)

- (1) When applying for a povo contract, you must agree to our povo2.0 Application/Website Terms and Conditions of Use or povo2.0 Website Terms and Conditions of Use, and create an account to identify the contract holder for that povo2.0 contract (hereinafter referred to as "povo account").
- (2) povo2.0 contract holders shall manage the povo account created pursuant to the preceding paragraph with the due care of a good manager.
- (3) If a person other than the povo2.0 contract holder uses the povo account, KDDI will treat this as if the povo2.0 contract holder used the account.

Article 8 (Acceptance of Contract Application)

- (1) Upon receipt of an application for a povo2.0 subscription, KDDI will accept the application in the order in which it is received; provided, however, that depending on the type of SIM, etc. specified by the applicant, any applications for other types of SIM, etc. may be accepted before or after the application for other types of SIM, etc.
- (2) Notwithstanding the provisions of the preceding paragraph, KDDI may postpone the acceptance of an application when there is no margin for handling communications, or when there is or is likely to be a tightening of operations related to identity verification through eKYC or other operations for accepting applications.
- (3) Notwithstanding the provisions of the preceding two paragraphs, KDDI may not accept the application in the following cases:
 - (i) The person who has applied for the povo2.0 contract has failed or is likely to fail to pay KDDI's mobile phone service fees and other obligations (refers to obligations other than the fees or surcharges stipulated in these Terms and Conditions; the same shall apply hereinafter);
 - (ii) When there is a deficiency in the contents or information submitted in accordance with Article 6 (How to Apply for a Contract) (including the case where the payment method for the povo2.0 fee is not specified or the identity verification by eKYC cannot be completed due to unclear images, etc.);

- (iii) When the person who applied for the povo2.0 contract has been suspended from using the povo2.0 communication service or has had the contract for povo2.0 communication service terminated due to any of the provisions of Article 25 (Suspension of Use), paragraph 1;
 - (iv) When the person who applied for the povo2.0 contract has a history of being suspended from using the mobile phone service or had the contract terminated in accordance with the KDDI's au, etc. Terms and Conditions;
 - (v) When there is a risk of violation of the provisions of Article 61 (Obligations of the Contract Holder Pertaining to Use);
 - (vi) When the total number of subscriptions for other mobile phone services (limited to those that allow making calls) that the person applying for the povo2.0 contract has with KDDI is five (5) or more;
 - (vii) When a person who has applied for a povo2.0 contract (including a person to whom the telephonic call-capable terminal facilities, etc. (as defined in the Act on Identification, etc. of Subscribers, etc. and Prevention of Improper Use of Mobile Voice Communications Services by Mobile Voice Communications Carriers (Act No. 31, 2005, hereinafter called "Mobile Phone Improper Use Prevention Act")); the same shall apply hereinafter) are lent by a person who has applied for a povo2.0 contract, and who is in violation of Article 10 of the Mobile Phone Improper Use Prevention Act or when there is a risk that the telephonic call-capable terminal facilities, etc. will be used for a purpose that is not specified in the Act;
 - (viii) When a person who has applied for a povo2.0 contract does not agree to apply the communication control function (a function to control the communication speed during periods of congestion by identifying the destination of communication, applications used, etc., for the purpose of maintaining and improving the quality of povo2.0 service; the same shall apply hereinafter) to the subscriber line for the povo2.0 service;
 - (ix) If, by accepting the application, benefits under various promotions related to povo2.0 services will apply multiple times (reduction of charges and other obligations related to povo2.0 communication services, provision of premiums and other services not included in the povo2.0 services, etc.; the same shall apply hereinafter) and will violate conditions for provision of these promotions; and
 - (x) When there is other hindrance to the execution of KDDI's operations.
- (4) In addition to the provisions of the preceding paragraphs, KDDI will not accept the application in the following cases:
- (i) When the name of such contract holder is not of a natural person; and
 - (ii) The applicant is under 13 years of age (or under 18 years of age if the povo2.0 service classification is single).

Article 9 (Treatment of Contract Holder Confirmation of povo2.0 Contract Holders, Reference to Identification Documents)

- (1) Pursuant to the provisions of the Act on the Prevention of Improper Use of Mobile Phones, KDDI may perform contract holder confirmation (refers to contract holder confirmation as stipulated in Article 9 of the said Act; the same shall apply hereinafter) for povo2.0 contract holders.

In this case, the povo2.0 contract holder must respond to the contract holder confirmation by the date determined by KDDI in a manner separately prescribed by KDDI.

- (2) When applying for a povo2.0 contract or confirming the contract holder, KDDI may inquire about the identification documents presented by the applicant or povo2.0 contract holder to the issuing agency (including cases where such inquiry is made through an investigative agency such as police officers), if KDDI deems it necessary.

Article 10 (Phone Number)

- (1) Phone numbers for povo2.0 service shall be determined by KDDI for each subscriber line, and KDDI does not guarantee that the contract holder will have continuous access to that phone number.
- (2) KDDI may change the phone number for povo2.0 service when there are unavoidable technical and business reasons to do so.

(Note 1) KDDI performs the registration, etc. (refers to registration, change, or deletion; the same shall apply hereinafter) of phone numbers.

(Note 2) The registration, etc. of phone numbers for self-operated telecommunications equipment shall be in accordance with the provisions of paragraph 4 of the Appended Document.

(Note 3) The registration, etc. of the phone number of SIM cards or eSIM shall be as set forth in Article 20 (Registration of Phone Numbers and Other Information, etc.).

(Note 4) In the event KDDI is to change a phone number, it will notify the povo2.0 contract holder of such change in advance.

Article 10 -2 (Temporary Suspension of Use of povo2.0 Services)

- (1) When a povo2.0 contract holder requests povo2.0 service in a manner separately specified by KDDI (limited to cases where KDDI recognizes that the reason for such request is urgent, such as loss or theft of device equipment), it will temporarily suspend the use of povo2.0 service (refers to temporary unavailability of povo2.0 service without diverting the phone number to another line; the same shall apply hereinafter) for the subscriber line requested.
- (2) Even during temporary suspension of the use of povo2.0 service pursuant to the preceding paragraph, the validity period of data topping, call topping, and content topping set forth in the Terms of Service Provision shall lapse, and the fees for the toppings during such period shall be payable.

Article 11 (Cancellation of a povo2.0 Contract by a povo2.0 Contract Holder)

When a povo2.0 contract holder intends to cancel a povo2.0 contract, the contract holder shall notify the service handling office handling the povo2.0 service contract in advance by the method prescribed by KDDI.

Article 12 (Initial Contract Cancellation by a povo2.0 Contract Holder)

- (1) A povo2.0 contract holder, etc. (a person who applies for a new povo2.0 contract (hereinafter in this

article referred to as "new contract") or a povo2.0 contract holder who requests a change in the contents of a povo2.0 contract (hereinafter in this article referred to as "changed contract"); hereinafter the same shall apply in this article) may, except in cases falling under any of the items of Article 22-2-7, paragraph 1 of the Enforcement Regulations of the Business Act, cancel on the date of receipt of the contract document or the date of commencement of provision of povo2.0 service pertaining to the subject contract, whichever is later, until eight days have passed from the date of receipt of the document (including those provided pursuant to paragraph 2 of the same Article; hereinafter the same shall apply in this Article) by KDDI, by giving notice in writing or by a method separately stipulated by KDDI. In this case, the povo2.0 contract holder shall bear the costs of mailing such documents, etc.

- (2) The Initial Contract Cancellation shall become effective on the date when the povo2.0 contract holder, etc. issues the document or sends a notification as stipulated in the preceding paragraph.
- (3) Other handling of initial contract cancellation shall be in accordance with the provisions of laws and regulations such as Article 26-3 of the Business Act, the Enforcement Regulations of the Business Act, and the Notification of the Ministry of Internal Affairs and Communications, etc.

Article 13 (Termination of povo2.0 Contract by KDDI)

- (1) If a povo2.0 contract holder whose povo2.0 service has been suspended pursuant to Article 25 (Suspension of Use) still fails to resolve such fact, KDDI may terminate their povo2.0 contract.
- (2) Notwithstanding the provisions of the preceding paragraph, in the event that a povo2.0 contract holder falls under any of the provisions of Article 25, paragraph 1, and if such a fact is deemed to be a particularly significant hindrance to the performance of KDDI's operations, KDDI may terminate such povo2.0 contract without suspending the use of povo2.0 services.
- (3) Notwithstanding the provisions of paragraph 1, when KDDI confirms that the total number of povo2.0 contract holder's contracts with KDDI for povo2.0 and other cellular phone services exceeds five (5), it may terminate the povo2.0 contracts exceeding five (5) in accordance with the order in which they were concluded, without suspending povo2.0 services.
- (4) Notwithstanding the provisions of the preceding three paragraphs, in the event that a povo2.0 contract holder does not perform SIM activation based on notification from KDDI (meaning a state in which the povo2.0 communication service can be provided to the SIM, etc., in accordance with procedures separately determined by KDDI) even after a prescribed number of days have passed from the date KDDI approved the payment method for the povo2.0 fees, KDDI may terminate the povo2.0 contract without suspending the povo2.0 service.
- (5) Notwithstanding the provisions of the preceding 4 clauses, when KDDI becomes aware that a petition for application of the Bankruptcy Act (Act No. 75 of 2004), Civil Rehabilitation Act (Act No. 225 of 1999), Corporate Reorganization Act (Act No. 154 of 2002) or other similar event has occurred with respect to the povo2.0 contract holder, KDDI may immediately terminate the povo2.0 contract.

(Note) When KDDI intends to terminate the povo2.0 contract pursuant to paragraphs 1 through 3 of this Article, it will notify the povo2.0 contract holder of such termination in advance.

Article 14 (Other Terms and Conditions of Provision)

Other terms and conditions on pov2.0 contracts shall be as separately stipulated.

Chapter 4 Roaming Contract

Article 15 (Roaming Contract)

A person who has concluded a contract to receive telecommunication service (limited to povo2.0 services stipulated in povo2.0 Terms and Conditions; the same shall apply hereinafter in this Article and the following Article) provided by Okinawa Cellular Telephone Company shall be deemed to have concluded a roaming contract with KDDI.

Article 16 (Restrictions, etc. under Contract Terms and Conditions of Okinawa Cellular Telephone Company)

A roaming contract holder cannot receive roaming service if they are unable to use telecommunication services provided by Okinawa Cellular Telephone Company in accordance with the povo2.0 Terms and Conditions.

Article 17 (Phone Number)

The roaming telephone number shall be a number prescribed by Okinawa Cellular Telephone Company.

Article 18 (Termination of Roaming Contract by KDDI)

When povo2.0 telecommunication service of the same type as the roaming service is discontinued, KDDI will terminate the roaming contract.

Chapter 5 Lending, etc. of SIMs, etc.

Article 19 (Lending of SIM Cards)

- (1) KDDI lends SIM cards to povo2.0 contract holders. In this case, the number of SIM cards to be lent shall be one (1) per povo2.0 contract.
- (2) KDDI may change the SIM card that KDDI lends when there are unavoidable technical and business reasons to do so. In this case, it will notify the povo2.0 contract holder of this in advance.
- (3) Notwithstanding the provisions of paragraph 1, when a phone number or other information has been registered, etc. in the eSIM in accordance with the provisions of the following Article, the SIM card shall not be lent, except when a request for a change in the type of SIM, etc. is made.

Article 20 (Registration of Phone Numbers and Other Information, etc.)

- (1) In the following cases, KDDI will register phone numbers and other information with SIM, etc.:
 - (i) When lending a SIM card; and
 - (ii) When there are other requests from a povo2.0 contract holder who is lent a SIM card by KDDI or possesses an eSIM, which requires registration, etc. of a telephone number or other information on such SIM, etc.
- (2) In addition to the provisions of the preceding paragraph, when KDDI changes the phone number pursuant to the provisions of Article 10 (Phone Number), paragraph 2 or Article 55 (Temporary Measures in the Event of Repair or Restoration), KDDI will register the phone number, etc.

Article 21 (SIM Card Information Erasure and Destruction)

- (1) In the following cases, KDDI may erase the phone number and other information registered on the SIM card that KDDI lends. KDDI shall not be liable for damages resulting from the erasure of information.
 - (i) When the povo2.0 contract pertaining to that SIM card is cancelled; and
 - (ii) When the SIM card is no longer used due to a change of SIM card or other reasons.
- (2) povo2.0 contract holders who have leased a SIM card from KDDI is required to cut into the SIM card and destroy it in accordance with instructions from KDDI an item in the preceding paragraph applies.

Article 22 (Management Responsibility of SIM Cards, etc.)

- (1) A povo2.0 subscriber who has leased a SIM card from KDDI shall manage the SIM card with the due care of a good manager.
- (2) A povo2.0 subscriber who has leased a SIM card from KDDI must promptly notify KDDI in the event of theft, loss, or damage to the SIM card.
- (3) Even if a SIM, etc. is used by a third party, KDDI will deem it as having been used by the povo2.0 contractor who is leasing the SIM card or who owns the eSIM.
- (4) KDDI shall not be liable for damage, etc. arising from theft, loss, or damage of SIM, etc.

Article 23 (PIN Code)

- (1) A povo2.0 contract holder may register a PIN code (a combination of numbers used to identify the person using the SIM, etc.; the same shall apply hereinafter) to the SIM, etc., in a manner separately prescribed by KDDI. In this case, if a person other than the povo2.0 contract holder who has leased SIM card from KDDI or owns an eSIM performs the registration, KDDI deems that the registration has been performed by the contract holder.
- (2) The povo2.0 contract holder shall manage the PIN code with the due care of a good manager.

Chapter 6 Discontinuation of Use, etc.

Article 24 (Discontinuation of Use)

- (1) In the following cases, KDDI may discontinue all or part of povo2.0 communication service:
- (i) When maintenance or construction of telecommunications facilities of KDDI or specified MNO operators is unavoidable;
 - (ii) When KDDI recognizes that the communication is actually congested or is likely to be congested due to a large number of incomplete calls (refers calls that are cancelled before the other party responds; the same shall apply hereinafter) from specific subscriber lines; and
 - (iii) When the use of telecommunications services is suspended pursuant to Article 33 (Restrictions on Communication Use, etc.).
- (2) In addition to the cases provided for in the preceding paragraph, in the event that KDDI recognizes that there is a risk of significant increase in the use of povo2.0 communication service during a month in which fees apply with respect to the subscriber line, which may cause a problem in the collection of fees, etc., or in the event that KDDI determines that there is a risk of improper acts such as fraudulent use or registration of payment method for other obligations pertaining to povo2.0 communication service.

In such event, the discontinuation of use shall be lifted when the reason that KDDI determines may hinder the collection of fees, etc. is resolved.

(Note) When discontinuing the use of povo2.0 communication service pursuant to the provisions of this Article, KDDI will notify the contract holder in advance (by individual notice or by posting a notice on KDDI's designated website, etc.);
provided, however, that this does not apply in the event of emergency or unavoidable circumstances.

Article 25 (Suspension of Use)

- (1) When a contract holder falls under any of the following, KDDI may suspend their use of povo2.0 communication service for a period determined by KDDI within six months:
- (i) When the contract holder fails to pay fees or other obligations after the due date (including the case where the payment is made after the due date by a method other than the payment method designated by the povo2.0 contract holder and KDDI or KDDI Digital Life Corporation cannot confirm the fact of such payment; the same shall apply hereinafter in this Article);
 - (ii) When the povo2.0 contract holder fails to pay fees and other obligations for other povo2.0 telecommunication services with which they have or had concluded a contract with KDDI, or for other telecommunication services with which they have or had concluded a contract with KDDI (refers to fees and other obligations stipulated in the contract terms and conditions, etc. of such telecommunication service);
 - (iii) When, for reasons such as notification from the credit card issuer or payment service company that the payment method designated by the povo2.0 contract holder cannot be used for any reason,

including fraudulent use, etc., and despite KDDI requesting to the povo2.0 contract holder to register a new payment method, they fail to register one;

- (iv) When it is found that the information submitted to KDDI in the application for a contract pertaining to povo2.0 communication service contains contents that are contrary to the facts;
 - (v) When KDDI recognizes that the povo2.0 contract for the call-capable terminal facilities, etc. has been transferred in violation of the provisions of Article 7, paragraph 1 of the Act on the Prevention of Improper Use of Mobile Phones;
 - (vi) When the provisions of Article 9 (Treatment of Contract Holder Confirmation of povo2.0 Contract Holders) have been violated;
 - (vii) When KDDI recognizes that the povo2.0 contract holder (including a person who is lent call-capable terminal facilities, etc. by a povo2.0 contract holder) has lent call-capable terminal facilities, etc. in violation of the provisions of Article 10 of the Mobile Phone Improper Use Prevention Act;
 - (viii) In addition to the provisions of items 4 through 7, when KDDI deems that the contract holder falls under any of the provisions of Article 11 of the Act on the Prevention of Improper Use of Mobile Voice Communications Services;
 - (ix) When the provisions of paragraph 5 or paragraph 6 of the Appended Document are violated, or when the contents notified pursuant to the provisions of the same paragraph are found to be contrary to the facts;
 - (x) When KDDI recognizes that the contract holder has violated the provisions of Article 61 (Obligations of the Contract Holder Pertaining to Use) in the use of their povo2.0 communication service or other mobile phone services with which KDDI has concluded a contract;
 - (xi) When the use of +Message (as defined in the Terms of Service Provision; the same shall apply hereinafter) is suspended in accordance with KDDI's +Message Terms of Use;
 - (xii) When a police agency determines that it is necessary to suspend the use of communication service in order to prevent special fraud or other criminal acts, and requests KDDI to suspend the use of its povo2.0 communication service in a prescribed manner;
 - (xiii) When the terminal facilities or self-operated telecommunications equipment are connected to the subscriber line without obtaining the KDDI's consent;
 - (xiv) When the contract holder refuses to undergo KDDI's inspection following a violation of the provisions of paragraph 7 or paragraph 8 of this Article, or when the contract holder does not cancel the connection to the subscriber line of the terminal facilities or self-operated telecommunications equipment which are not found to conform to technical standards, etc. (refers to technical standards and technical conditions stipulated in paragraph 9 of the Appended Document; the same shall apply hereinafter) as a result of such inspection; and
 - (xv) When the provisions of paragraphs 10 through 13 of the Appended Document have been violated.
- (2) When suspending the use of povo2.0 communication service pursuant to the provisions of paragraph 1, KDDI will notify the subscriber in advance of the reason, the date and period of suspension; provided, however, that this does not apply in the event it is prescribed as follows:
- (a) In the case of suspension of use in accordance with the provisions of paragraph 1, item 10 (limited to

those stipulated below), and when such suspension is urgent and unavoidable:

1) In the event of violation of the provisions of Article 61 (Obligations of the Contract Holder Pertaining to Use) paragraph 1, item 3;

2) In the event of violation of the provisions of Article 61, paragraph 1, item 5

(b) When suspending use pursuant to the provisions of paragraph 1, item 12

(3) In the event that povo2.0 communication service is suspended for any of the reasons listed in the left column of the following table, and the conditions listed in the right column of the following table are met, KDDI may end the suspension of use before the expiration date notified in accordance with the preceding paragraph arrives.

| Reason for suspension of use | Status |
|--|--|
| Paragraph 1, item 1 or item 2 | When such fees and other obligations have been paid |
| Paragraph 1, item 4 (limited to cases where the content that is contrary to facts is related to the confirmation of the contract holder's identity), item 6, item 8, or item 9 | When the contract holder submits documents specified separately by KDDI as documents for verifying the contract holder's identity in a manner specified separately by KDDI |
| Item 15 | When it is confirmed that item 15 does not apply |

Article 26 (Setting the Limit of Usage Fees)

(1) KDDI sets a limit (hereinafter referred to as "international calling usage fee limit") on the total amount of monthly cumulative charges for international calls (including roaming charges provided by Okinawa Cellular Telephone Company) and monthly cumulative calling charges for specified mobile international automatic calls (refers to those defined in KDDI's Terms and Conditions for Telephone Services, etc.; the same shall apply hereinafter) (hereinafter referred to as "Monthly Cumulative Amount of International Calls").

(2) The international calling usage fee limit set forth in paragraph 1 shall be an amount determined separately by KDDI.

(3) When KDDI confirms that the monthly cumulative amount of international calls in a month of fees that apply specified in paragraph 1 exceeds the international calling fee usage limit, it may suspend the use of international calls by the subscriber line until the end of the month in which fees apply that includes the day on which KDDI made such confirmation.

(4) The contract holder will not be exempted from the obligation to pay calling charges and other obligations pertaining to the portion exceeding the international calling fee usage limit set under paragraph 1.

(5) In the event KDDI receives a request from the contract holder and when the request meets the standards separately stipulated by KDDI, KDDI may cancel or change the international calling fee usage limit for the billing month in which the request is made.

Chapter 7 Communications

Section 1 Types of Communications, etc.

Article 27 (Types of Communications)

(1) There are the following types of communications:

| Type | Description |
|-----------------------------------|--|
| 1. General communications | Communications other than 2. |
| 2. Interconnection communications | Communication to/from interconnection points |

(2) Calls from the subscriber line are distinguished as follows:

| Type | Description |
|------------------------|--|
| 1. Normal calls | Calls other than 1 |
| 2. International calls | Calls made between Japan and other countries using povo2.0 service or roaming subscriber lines |

Remarks Foreign countries specified in column 2 include satellite mobile phones pertaining to the satellite phone system of telecommunications carriers separately specified by KDDI ("specified satellite mobile phone") and INMARSAT system mobile earth stations (earth stations and portable earth stations installed to handle maritime satellite communications, mobile satellite communications, or INMARSAT FleetXpress communications; the same shall apply hereinafter). The same shall apply hereinafter.

Article 28 (Restriction of Communication Location Due to Radio Propagation Conditions)

Communications may be made only when the mobile radio equipment is within the service area specified in paragraph 1 of the Appended Document;

provided, however, that even within the service area, communications may not be available indoors, underground, in tunnels, behind buildings, in mountainous areas, at sea, or in other places where radio waves are difficult to pass through.

Article 29 (Communications Associated with Interconnection)

(1) Communications to and from KDDI's interconnection point may be made only with respect to communications as specified by KDDI.

(2) Communications with other companies' interconnection points may be made only for communications determined by KDDI based on interconnection agreements, etc.

(3) In the event of suspension of interconnection based on an interconnection agreement, cancellation of an interconnection agreement, or suspension of telecommunications business by an agreed carrier, other network interconnection communications pertaining to that agreed operator (refers to communications at telecommunications equipment pertaining to telecommunications services other

than povo2.0 communication services provided under these Terms and Conditions; the same shall apply hereinafter).

Article 30 (Continual Communications to and from Okinawa Cellular Telephone Company)

- (1) With respect to communications initiated in KDDI's service area and continued and terminated by Okinawa Cellular Telephone Company as a result of the movement of mobile radio equipment, KDDI will treat such communications as those initiated and terminated in KDDI's service area.
- (2) With respect to communications initiated in the service area of Okinawa Cellular Telephone Company's telecommunications service, and continuously connected and terminated by KDDI as a result of the movement of mobile radio equipment, such communications will be treated as having been initiated and terminated in the service area of Okinawa Cellular Telephone Company at the time of initiation of such communications.

Article 31 (Handling of International Calls)

International calls can be made only for automatic calls originating in Japan (refers to calls in which the connection to the destination is made automatically by the caller's operation without the need for a switching operator).

Article 32 (Restrictions on Handling in Foreign Countries)

The handling of international calls may be restricted by foreign laws and regulations, contract terms and conditions stipulated by foreign telecommunications carriers, etc. (refers to those who provide telecommunications services in foreign countries in accordance with foreign laws and regulations; the same shall apply hereinafter)

Section 2 Restrictions on Communication Use, etc.

Article 33 (Restrictions on Communication Use, etc.)

When communications are considerably congested so that KDDI is unable to connect all, it may take the following measures to give priority to communications that are necessary for disaster prevention or relief, ensuring transportation, communications or power supply, or maintaining order in the event of a natural disaster, incident, or other emergency, or communications that are urgent for the public interest:

- (i) Measures to suspend the use of communications by methods other than subscriber lines used by the following organizations (limited to those determined by KDDI through consultation with such agencies) (includes measures to suspend communications to subscriber lines, etc. in specific areas)

| Agency name |
|-------------------------------------|
| Weather agency |
| Flood prevention agency |
| Fire and disaster management agency |

Disaster relief agency

Agencies directly concerned with the maintenance of order

Agencies directly concerned with defense

Agencies directly concerned with maritime security

Agencies directly concerned with ensuring transport

Agencies directly concerned with the provision of telecommunication services

Agencies directly concerned with power supply

Agencies directly concerned with water supply

Agencies directly concerned with gas supply

Election administration body

Newspapers and other institutions

Financial institutions

Other national or local government agencies that handle important communications

Notes The respective institutions that apply specified in the above column are those designated by the Minister of Internal Affairs and Communications in accordance with the provisions of Article 56, item 1 of the Enforcement Regulations of the Business Law. The same shall apply hereinafter.

(ii) Measures to restrict the use of communications to specific interconnection points

Article 34 (Same as above)

(1) In addition to the cases described in the preceding article, KDDI may impose the following restrictions on the use of communications:

(i) Restricting the communication time or the use of communication to the contract holder's line, etc. in a specific area when communication is significantly congested;

(ii) Disconnecting a subscriber line in the event that KDDI recognizes that such communication may interfere with the provision of povo2.0 communication service, such as occupying KDDI's telecommunications equipment by continuously placing the subscriber line on hold for a certain period of time or longer as separately determined by KDDI;

(iii) In the event that KDDI recognizes that communications using the subscriber line have caused or are likely to cause tightness in the capacity of its telecommunications facilities, such as by generating communications that are deemed excessive in comparison with the total volume of communications handled by our telecommunications facilities, or have caused or are likely to cause interference with its provision of povo2.0 communication service to other subscriber lines, KDDI will limit the communications bandwidth pertaining to that subscriber line.

(2) In addition to the cases described in the preceding paragraph, KDDI may take necessary measures for the smooth provision of povo2.0 communication service, such as compression of data in a format separately specified by KDDI, or may control the communication speed during congestion through the communication control function.

Article 35 (Same as above)

In addition to the provisions of the preceding two articles, when a terminal facility registered as prescribed in our telecommunications facilities is connected to the subscriber line because KDDI deems that it has been acquired through criminal acts such as theft or fraud or other acts in violation of laws and regulations, or because we deem that the payment obligations (including obligations for advance payments, etc.) have not been fulfilled, KDDI may take measures to restrict the use of communications from that subscriber line.

Article 36 (Same as above)

KDDI may restrict communication with the destinations designated in the child pornography address list created by the Internet Content Safety Association to prevent the distribution of child pornography (refers to information on online destinations provided to KDDI based on the terms and conditions for the provision of the child pornography address list stipulated by the association).

Section 3 Identification of Communication Contents, etc.

Article 37 (Identification of Communication Contents, etc.)

In the event there is approval of the povo2.0 contract holder, KDDI will apply the function to identify the communication destination or the communication contents of the service, etc. used by the communication (hereinafter called “communication identification function”) to the data communication between the subscriber lines of the povo2.0 service.

Chapter 8 Fees, etc.

Section 1 Fees

Article 38 (Fees)

Fees for povo2.0 communication service shall be basic usage fees, optional function usage fees, calling charges, Data Topping usage fees, Content Topping usage fees, Call Topping usage fees, fees related to procedures, the Universal Service Fee, and the Telephone Relay Service Fee.

Section 2 Obligation to Pay Fees, etc.

Article 39 (Obligation to Pay Basic Usage Fees, etc.)

(1) The povo2.0 contract holder shall be required to pay basic usage fees and Call Topping usage fees (hereinafter in this Article referred to as “basic usage fees, etc.”) as set forth in the Terms of Service Provision;

provided, however, that this shall not apply to cases where there are special provisions in these Terms and Conditions or the Terms of Service Provision.

(2) During the period set forth in the preceding paragraph, when povo2.0 communication service is unavailable due to suspension of use, etc., the payment of basic usage fees, etc. shall be made as follows:

(i) When there is a suspension of service, the povo2.0 contract holder will be required to pay the basic usage fees, etc. within the period of the suspension;

(ii) In addition to the provisions of the preceding item, the povo2.0 contract holder will be required to pay the basic usage charges, etc. during the period when the povo2.0 communication service is not available, except in the following cases:

| Classification | Fees not requiring payment |
|---|---|
| When the povo2.0 communication service is completely unavailable due to reasons not attributable to the povo2.0 contract holder (including cases where all communications by telecommunications equipment pertaining to the contract are severely disturbed and become comparable to being completely unavailable), and such a state of unavailability has continued for 24 hours or more starting from the time when KDDI recognizes such event. | The basic usage fees, etc. for the povo2.0 communication service corresponding to the number of days of unavailability (limited to the portion that is a multiple of 24 hours) after the time when KDDI became aware of such unavailability shall be calculated for each 24-hour period according to the number of days |

(3) When a fee that is not required to be paid has already been paid, KDDI will refund such fee.

Article 40 (Obligation to Pay Optional Function Usage Fees and Overseas Data Topping Usage Fees)

The povo2.0 contract holder shall be required to pay the optional functions usage fee and the

overseas Data Topping usage fee in accordance with the Terms and Conditions and the Terms of Service Provision.

Article 41 (Obligation to Pay Calling Charges and Data Topping Fees)

- (1) The contract holder is required to pay the fees calculated based on the calling time or the number of transmissions measured in accordance with the provisions of paragraph 15 of the Appended Document and the provisions of the Terms of Service Provision for calls made from the subscriber line (including calls made by a person other than the contract holder of that subscriber line).
- (2) With respect to data communications between the subscriber line and subscriber lines, etc. (including data communications made by a person other than the contract holder of the subscriber line), the contract holder is required to pay fees calculated based on the information volume measured in accordance with the provisions of paragraph 16 of the Appended Document and the provisions of the Terms of Service Provision.
- (3) Notwithstanding the provisions of the preceding two paragraphs, the obligation to pay the fees for interconnection communications shall be governed by the provisions of Article 48 (Handling of Fees for Interconnection Communications).
- (4) In the event that the calling charges or Data Topping fees cannot be calculated correctly due to a malfunction of KDDI's equipment (including equipment of agreed operators), the contract holder will be required to pay fees calculated by the method separately stipulated in paragraph 17 of the Appended Document by KDDI with consideration of past actual usage and other factors.

Article 42 (Obligation to Pay Fees Related to Procedures)

When the contract holder applies for a contract for povo2.0 communication service or makes a request that requires procedures, and when such request is accepted, the contract holder is required to pay the fees for the procedures stipulated in the Terms of Service Provision;

provided, however, that this shall not apply if the cancellation of the contract or the request for such procedure is requested prior to the commencement of such procedure, and when KDDI can cancel the request for such procedure. In such a case, if the fee has already been paid, KDDI will refund such fee.

Article 43 (Obligation to Pay Universal Service Fee)

The povo2.0 contract holder is required to pay the Universal Service Fee stipulated in the General Rules of the Fee List.

Article 44 (Obligation to Pay Telephone Relay Service Fee)

The povo2.0 contract holder is required to pay the Telephone Relay Fee stipulated in the General Rules of the Fee List.

Section 3 Calculation and Payment of Fees

Article 45 (Calculation and Payment of Fees)

The method of calculation and payment of fees shall be in accordance with the provisions of the General Rules of the Fee List.

Section 4 Surcharge and Late Charges

Article 46 (Surcharge)

In the event that the contract holder was unlawfully exempted from payment of the charges, they shall pay, by the date designated by KDDI, an amount equivalent to twice the amount exempted (not including the amount equivalent to consumption tax) plus an amount equivalent to consumption tax as a surcharge, in addition to the amount exempted.

Article 47 (Late Charges)

In the event that the contract holder does not pay fees and other obligations (excluding late charges) after the due date, they shall pay the amount calculated at a rate of 14.5% per year (the rate per year shall be the rate per 365 days even for the period including leap year days) for the number of days specified by KDDI between the day following the due date and the day before the payment date by the due date specified by KDDI.

Section 5 Handling of Fees for Interconnection Communications

Article 48 (Handling of Fees for Interconnection Communications)

- (1) The contract holder or the user of interconnected communications is required to pay the fees for interconnection communications in accordance with the terms and conditions, etc., of KDDI or agreed operators.
- (2) In the case of the preceding paragraph, the setting of fees for interconnection communications or the billing thereof shall be made by KDDI or agreed operators, and the specific handling of each connection type shall be as set forth in paragraph 24 or 25 of the Appended Document.
- (3) In the event where an agreed operator sets the fees for interconnection communications based on an interconnection agreement, and the agreed operator assigns the claims for such calls to another service supplier in accordance with the terms and conditions, etc. of such agreement, KDDI will accept such assignment.
- (4) The user of an interconnection communication shall agree to transfer the claim for such interconnection communication calculated by KDDI to the agreed operator for such communication in accordance with the provisions of paragraph 24 of the Appended Document. In this case, KDDI and the agreed operator shall omit individual notification or request for approval of transfer to the users of interconnection communications.

(5) Notwithstanding the provisions of Article 46 (Surcharge), Article 47 (Late Charges), and the General Rules for the Fee List, the handling of claims transferred to the agreed operator pursuant to the preceding paragraph shall be governed by the terms and conditions, etc. of the agreed operator pertaining to such communications.

Section 6 Handling of Claims Pertaining to Okinawa Cellular Telephone Company

Article 49 (Assignment, etc. of Claims Relating to the Use of Telecommunications Services of Okinawa Cellular Telephone Company)

- (1) The contract holder agrees that KDDI will take over claims arising from the use of roaming provided by Okinawa Cellular Telephone Company, and that the amount of such claims will be added to the fees for povo2.0 telecommunication service.
- (2) In the case of the preceding paragraph, KDDI will deem and handle the assigned claims as fees for povo2.0 communication service.
- (3) In the case of paragraph 1, KDDI and Okinawa Cellular Telephone Company shall omit individual notification to the contract holder or request for approval of transfer.
- (4) Receivables transferred from Okinawa Cellular Telephone Company pursuant to paragraph 1 will be handled in accordance with the provisions of Article 46 (Surcharge), Article 47 (Late Charges), and the General Rules for the Fee List.

Article 50 (Assignment, etc. of Claims Pertaining to Roaming)

- (1) The roaming contract holder approves of KDDI's transfer of claims arising from communications related to roaming to Okinawa Cellular Telephone Company, with the consent of the other network interconnection service providers for roaming, if consent is required. In this case, the amount of claims to be transferred by KDDI shall be the amount calculated based on the calling time or the number of transmissions measured in accordance with the provisions of paragraph 15 or the volume of information measured in accordance with the provisions of paragraph 16 of the Appended Document and the provisions of the Terms of Service Provision (in the case of a credit arising from interconnection communications made using a telecommunications number separately specified by KDDI, the amount shall be the amount calculated in accordance with the provisions of the contract terms and conditions, etc. of KDDI or agreed operators concerning interconnection communications using that telecommunications number).
- (2) In the case of the preceding paragraph, KDDI and Okinawa Cellular Telephone Company shall omit individual notification to the contract holder or request for approval of transfer.
- (3) Notwithstanding the provisions of Article 46 (Surcharge), Article 47 (Late Charges), and the General Rules for the Fee List, the claims transferred pursuant to paragraph 1 shall be subject to the provisions of the povo2.0 Terms and Conditions, etc.

Section 7 Handling of Claims Pertaining to Charges, etc. for povo2.0 Communication Service

Article 51 (Assignment, etc. of Claims Pertaining to Charges, etc. for povo2.0 Communication Service)

- (1) The subscriber shall approve the transfer of fees and other claims for povo2.0 communication service to KDDI Digital Life Corporation.
- (2) In this case, KDDI and KDDI Digital Life Corporation shall omit individual notification to the subscriber or request for approval of transfer.
- (3) If obligations pertaining to claims transferred by KDDI to KDDI Digital Life Corporation are not paid by the due date specified by KDDI Digital Life Corporation, the contract holder will authorize KDDI to receive notification from KDDI Digital Life Corporation of the name, address, telephone number, and payment status of the obligation pertaining to that subscriber line.

Chapter 9 Maintenance

Article 52 (Maintenance Responsibility of the Contract Holder)

- (1) The contract shall maintain the terminal facilities or self-operated telecommunications equipment in conformity with the technical standards, etc.
- (2) In addition to the provisions of the preceding paragraph, the contract holder shall maintain the terminal facilities (limited to mobile radio equipment) or self-operated telecommunications equipment (limited to mobile radio equipment) in conformity with the Rules for Radio Equipment.

Article 53 (Interval Liability of the Contract Holder)

- (1) When the terminal facilities or self-operated telecommunications equipment is connected to the subscriber line, and the subscriber line or other telecommunications facilities of KDDI or a specified MNO operator become unavailable, the contract holder shall confirm that there is no malfunction in the terminal facilities or self-operated telecommunications equipment, and then request KDDI for repair.
- (2) When KDDI receives a request from the contract holder for the confirmation set forth in the preceding paragraph, KDDI shall conduct testing at a service office in a manner specified separately by KDDI, and shall notify the contract holder of the result of the testing.
- (3) In the event that KDDI determines that there is no failure in the telecommunications facilities provided by KDDI through the testing described in the preceding paragraph, if it dispatches staff at the contract holder's request and the cause of the failure is the terminal facilities or self-operated telecommunications equipment, KDDI shall have the contract holder pay the expenses required for the dispatch of the staff. In this case, the amount of expenses to be borne shall be the amount of the abovementioned expenses plus an amount equivalent to the consumption tax.

Article 54 (Repair or Restoration)

- (1) In the event of failure or loss of KDDI's telecommunications equipment, KDDI shall promptly repair or restore them;
provided, however, that repair or restoration in less than 24 hours is not guaranteed.
- (2) In the case of the preceding paragraph, if KDDI is unable to repair or restore all of the telecommunications equipment, it will repair or restore the telecommunications facilities in accordance with the following order so as to secure the communications to be handled with priority in accordance with the provisions of Article 33 (Restrictions on Communication Use, etc.). In this case, the telecommunications equipment of the first and second priorities are limited to those that KDDI has established through consultation with those organizations pursuant to the same Article.

| Priority | Telecommunications equipment to be repaired or restored |
|----------|--|
| 1 | What is provided to weather agencies What is provided to flood prevention agencies What is provided to fire and disaster management agencies |

| | |
|---|--|
| | <p>What is provided to disaster relief agencies</p> <p>What is provided to agencies directly concerned with the maintenance of order</p> <p>What is provided to agencies directly concerned with defense</p> <p>What is provided to agencies directly concerned with maritime security</p> <p>What is provided to agencies directly concerned with ensuring transport</p> <p>What is provided to agencies directly concerned with the provision of telecommunication services</p> <p>What is provided to agencies directly concerned with power supply</p> |
| 2 | <p>What is provided to agencies directly concerned with water supply</p> <p>What is provided to agencies directly concerned with gas supply</p> <p>What is provided to election administration bodies</p> <p>What is provided to newspapers and other institutions</p> <p>What is provided to financial institutions</p> <p>What is provided to other national or local government agencies that handle important communications (excluding those with first priority)</p> |
| 3 | <p>Those that do not fall under the first and second priorities</p> |

Article 55 (Temporary Measures in the Event of Repair or Restoration)

When repairing or restoring KDDI's telecommunications facilities, KDDI may change its telephone numbers on a temporary basis.

Chapter 10 Damages

Article 56 (Limitation of Liability)

- (1) In the event that KDDI fails to provide povo2.0 telecommunication service due to reasons attributable to KDDI (including when the cause of such failure is the failure of the connecting leased circuit due to reasons attributable to agreed operators) and cannot provide povo2.0 telecommunication service at all (including the case where the cause of such failure is the failure of the connecting leased circuit due to reasons attributable to agreed; the same shall apply hereinafter in this Article), the contract holder's damages shall be compensated only when the telecommunications service has been in such a state for 24 hours or more continuously, starting from the time when KDDI became aware of such unavailability.
- (2) In the case of the preceding paragraph, KDDI will calculate the number of days for each 24-hour period (limited to the portion that is a multiple of 24 hours) during which the povo2.0 communication service has been unavailable since the time KDDI became aware of such unavailability, and will compute the total amount of the following fees for the povo2.0 communication service that corresponds to such number of days.
 - (i) The average amount per day of the charges for povo2.0 communication service paid by the contract holder during the six (6) billing months preceding the billing month to which the first day of the period of total unavailability of povo2.0 communication service falls (if it is difficult to determine the actual results during the preceding six (6) billing months, the amount calculated by the method separately determined by KDDI).
- (3) In the case of the preceding paragraph, the calculation of the fees corresponding to the number of days shall be handled in accordance with the provisions of the General Rules for the Fee List.
- (4) Notwithstanding the provisions of the preceding three paragraphs, if the failure to provide povo2.0 communication service is caused by a failure of telecommunications line facilities on the foreign country side from a cable landing station in Japan or on the satellite side from a fixed satellite earth station, KDDI will not provide compensation for damages caused by the failure to provide such povo2.0 communication service.
- (5) In cases where povo2.0 communication service is to be provided, if KDDI intentionally or through gross negligence fails to provide such service, the provisions of the preceding four paragraphs shall not apply.
- (6) In addition to the provisions of the preceding five paragraphs, if, due to reasons attributable to KDDI, damage is caused by damage or loss of information, etc. transmitted, received, or stored in connection with the use of the functions provided in the Terms of Service Provision, or damage is caused by information, etc. obtained by KDDI, KDDI will compensate the contract holder for the damage or loss of the information, etc. up to the average daily rate for the six billing months preceding the billing month that includes the day when the damage or loss occurred (of it is difficult to ascertain the actual results for the six preceding billing months, the amount shall be calculated by a method separately determined by KDDI);
provided, however, that this shall not apply if otherwise provided for in these Terms and Conditions.

Article 57 (Disclaimer)

- (1) If, in the course of installation, removal, repair, or restoration of equipment or other telecommunications facilities related to povo2.0 communication service, KDDI causes damage to automobiles, etc. (refers automobiles, trains, ships and other transportation facilities; the same shall apply hereinafter), land, buildings or other structures related to the subscriber, it will not provide compensation for such damage if it is a normal part of the installation, removal, repair or restoration work, such as removal of paint from antennas or other equipment.
- (2) In the event that KDDI, in the course of installation, repair, restoration, etc. of telecommunications facilities, causes damage due to changes or loss of contents, etc. of speed-dial numbers, messages, etc. stored in such telecommunications facilities, it will not provide compensation for such damage unless such damage was caused intentionally or by gross negligence on the part of KDDI.
- (3) Even if modification or alteration of terminal facilities or self-operated telecommunications facilities (hereinafter referred to as "modification, etc." in this Article) is required as a result of changes to these Terms and Conditions, etc., KDDI will not bear any costs required for such modification, etc.;
provided, however, that if the modification, etc. of the terminal facilities or self-operated telecommunications equipment actually connected to the subscriber line becomes necessary due to a change in the provisions of the technical standards, etc., KDDI will bear only the costs required for the modification, etc. of the functions of the terminal facilities or self-operated telecommunications equipment pertaining to such change.

Chapter 11 Miscellaneous Provisions

Article 58 (Caller ID Notification)

For calls (limited to those specified separately by KDDI) or SMS transmissions (SMS transmissions specified in the Terms of Service; the same shall apply hereinafter) from the subscriber line, the phone number of will be notified to the subscriber line, etc. of which the call or SMS was received;

provided, however, that this does not apply to calls specified in the following items:

- (i) Calls made by adding 184 to the beginning of the phone number being called:
- (ii) Calls from a subscriber line for which the contract holder has registered in advance with KDDI that they refuse this handling (this excludes calls made by adding 186 to the beginning of the phone number being called.)

Article 59 (Notification of Information Pertaining to Emergency Calls)

(1) In the event a call is made from a subscriber line (limited to those using mobile radio equipment separately stipulated by KDDI) using a telecommunications number stipulated in Appended Table No. 12 of the Rules for Telecommunications Numbers (hereinafter referred to as “emergency calls”), KDDI will acquire information of signals, etc. received from GPS satellites by its terminal facilities through their functions.

(2) For emergency calls from a subscriber line (excluding calls made by adding 184 to the beginning of the phone number being called), KDDI will, notwithstanding the provisions of the preceding Article, notify the party of the receiving call specified in the following table the information pertaining to that subscriber line, in accordance with the provisions of the following table;

provided, however, that the information specified in the Column 2 of the table below shall be notified only when the Police, Coast Guard or Fire and Disaster Management agency to which the emergency call is made is equipped with telecommunications equipment to receive the information to be notified by KDDI.

| Information to be notified by KDDI | Party to be notified |
|---|---|
| 1 Phone number pertaining to the subscriber line that made the outgoing call | Subscriber line, etc. of which the emergency call was received |
| 2 Information on the location of the mobile radio equipment connected to the subscriber line (refers to information pertaining to the base station equipment to which the mobile radio equipment is connected, or latitude and longitude information calculated by KDDI based on the information obtained by KDDI from the subscriber line in accordance with the preceding paragraph) and the phone number pertaining to the subscriber line | The Police, Coast Guard or Fire and Disaster Management agency of which the emergency call was received |

- (3) For damage incurred in connection with providing or not providing notification of a phone number or information on the location where the mobile radio equipment is located to the party to whom the call is made, KDDI shall be liable in accordance with the provisions of Article 56 (Limitation of Liability) only in cases falling under those provisions.

Article 60 (Limits of Acceptance)

- (1) When a contract holder makes a request for procedures, etc. and if the contract holder actually fails or is likely to fail to pay fees or other obligations, or if it is technically difficult to accept the request or considerably difficult to maintain the service, or if there are other obstacles to the execution of KDDI's operations, KDDI may not accept the request. In such event, the reason for the request will be notified to the person who made the request;
provided, however, that if there are special provisions in these Terms and Conditions, such provisions shall apply.
- (2) In addition to the provisions of the preceding paragraph, if the contract holder repeats the same request within one (1) billing month for more than the number of times separately determined by KDDI, KDDI may not accept the request.

Article 61 (Obligations of the Contract Holder Pertaining to Use)

- (1) The contract holder is required to observe the following:
- (i) Do not remove, alter, disassemble, or damage the terminal facilities (limited to mobile radio equipment) or self-operated telecommunications equipment (limited to mobile radio equipment), or connect wires or other conductors to such facilities;
provided, however, that this does not apply when it is necessary for protection in the event of natural disasters, incidents, or other circumstances, or when it is necessary for connection or maintenance of the terminal facilities or self-operated telecommunications equipment;
 - (ii) Do not intentionally have the contract holder's line on hold and leave it, or to perform any other act that interferes with the transmission and exchange of communications;
 - (iii) Do not intentionally generate a large number of incomplete calls or engage in any other act that may cause congestion of communications;
 - (iv) Do not read, change, or erase phone numbers or other information registered in terminal facilities, self-owned telecommunications equipment, SIMs, etc.;
 - (v) Do not use the Internet connection functions set forth in the Terms of Service Provision in a manner that infringes on the copyrights or other rights of others, is offensive to public order and morals, is against the law, or is detrimental to the interests of others.
In addition, in the event that KDDI deems that a violation of the prohibited acts set forth in paragraph 18 in the Appended Document is involved, it shall deem that there has been a breach of the obligations set forth in this item;
 - (vi) When connecting terminal facilities capable of obtaining location information (refers to information on latitude and longitude pertaining to the location of terminal facilities (excluding those pertaining to

location registration control as stipulated in the Rules on Terminal Facilities, etc. (Ministry of Posts and Telecommunications Ordinance No. 31, 1985); hereinafter the same shall apply) to the subscriber line and allowing others to possess such terminal facilities, the subscriber shall take necessary measures to ensure that the privacy of the person possessing such information is not infringed;

(vii) When user registration as stipulated in the following article is completed, necessary measures shall be taken to prevent the privacy of the registered user from being violated; and

(viii) Do not allow anyone under the age of 18 to use the povo2.0 services (limited to Single).

(2) If an event contrary to the provisions up to the preceding paragraph occurs in the use of povo2.0 communication service by a registered user or person other than the contract holder stipulated in the following Article, KDDI will handle as if the contract holder of the povo2.0 contract caused such event.

(3) The contract holder shall be liable for any damage caused to others or registered users in violation of the provisions of paragraph 1, item 6 or item 7.

Article 62 (User Registration)

(1) A povo2.0 contract holder (limited to those pertaining to Dual) may register a person other than the povo2.0 contract holder who mainly uses the povo2.0 service pertaining to the povo2.0 contract (limited to a relative, etc. of the povo2.0 contract holder who is at least 13 years old, as separately specified by KDDI) in the manner prescribed by KDDI only when the registration is made simultaneously with an application for a povo2.0 contract (hereinafter referred to as "user registration").

(2) The information of a person registered with KDDI pursuant to the preceding paragraph (hereinafter referred to as a "registered user") shall be their date of birth.

(3) The povo2.0 contract holder must obtain the consent of the person who will be the registered user for the following items before registering:

(i) Requests for cancellation of the povo2.0 contract for that subscriber line, purchase of data toppings specified in the Terms of Service Provision, and other requests related to the contract shall be made based on the indication of the povo2.0 contract holder, except as otherwise provided in these Terms and Conditions or the Terms of Service;

(ii) If the povo2.0 contract holder has failed or is likely to fail to pay the charges for povo2.0 communication services or other obligations, the povo2.0 service may be suspended pursuant to Article 25 (Suspension of Use) or the povo2.0 contract may be terminated pursuant to Article 13 (Termination of povo2.0 Contract by KDDI); and

(iii) Communications made by registered users shall also be handled in accordance with the provisions of Article 59 (Notification of Information Pertaining to Emergency Calls) by KDDI;

(iv) Anonymized use in accordance with the provisions of Article 73 (Anonymized Use of Location Information, etc.) shall also be performed for terminal facilities used by registered users, communications performed, and information of registered users.

(5) The povo2.0 contract holder may not change or discontinue the user registered in accordance with the provisions of paragraph 1.

Article 63 (Viewing of Technical Materials, etc.)

At the service office designated by KDDI, KDDI will make available for viewing technical materials describing matters concerning the interface to the subscriber line.

Article 64 (Use of Roaming, etc. provided by Okinawa Cellular Telephone Company)

- (1) The contract holder (excluding roaming contract holders) who uses terminal facilities specified separately by KDDI is considered to have concluded a contract with Okinawa Cellular Telephone Company for roaming provided by Okinawa Cellular Telephone Company in accordance with the provisions of the povo2.0 Terms and Conditions of Okinawa Cellular Telephone Company.
- (2) When requested from Okinawa Cellular Telephone Company, KDDI may notify the contract holder (excluding roaming contract holders) of their name, address, phone number, and bill payment status, etc.

Article 65 (Conclusion of Telephone Service Contract Under KDDI's Terms and Conditions of Contract for Telephone Service, etc.)

A povo2.0 contract holder (limited to those pertaining to Dual) is considered to have concluded a telephone usage contract (as separately defined by KDDI) with KDDI in accordance with the provisions of its Terms and Conditions for Telephone Service, etc. Contracts.

(Note) The telephone usage contract specified separately by KDDI shall be a Specified Type 2 General Telephone Contract.

Article 66 (Notification to Other Telecommunications Carriers)

When requested by a relay operator, KDDI may notify the name, address, and phone number, etc. of the contract holder (limited to those who receive or apply for telecommunications services (limited to those which provide calls from the subscriber line to telecommunication equipment located outside of Japan under the terms and conditions of the relay operator, and which are related to the business identification number stipulated in paragraph 28 of the Appended Document (refers to telecommunications numbers stipulated in Appendix Table 10 of the Rules for Telecommunications Numbers; hereinafter the same shall apply)).

Article 67 (Same as above)

If the contract holder has actually not paid fees and other obligations after the termination of the contract pursuant to the provisions of Article 11 (Cancellation of a povo2.0 Contract by a povo2.0 Contract Holder) or Article 13 (Termination of povo2.0 Contract by KDDI), the contract holder is considered to have agreed in advance that KDDI will notify information specified in the Privacy Policy (hereinafter referred to as the "Privacy Policy") which KDDI has set forth its handling, etc. of personal information. upon request from a telecommunications carrier as stipulated in the Privacy Policy.

Article 68 (Same as above)

In the event that the contract holder has had the use of povo2.0 communication service suspended in accordance with Article 25 (Suspension of Use), paragraph 1, item 6, the contract holder is considered to have agreed in advance that KDDI will notify the information specified in the Privacy Policy upon request from the telecommunications carrier as specified in the Privacy Policy.

Article 69 (Same as above)

In the event it is determined that, based on a report from a person who has concluded a contract for another network subscriber line who received the SMS, that the transmission of SMS from the subscriber line is in violation of the prohibited acts (refers to those equivalent to the prohibited acts stipulated in Section 18 of these Terms and Conditions) stipulated by the telecommunications carrier for the other network subscriber line, the contract holder is considered to have agreed in advance that the telecommunications carrier shall notify the telecommunications carrier of the information stipulated in the Privacy Policy.

Article 70 (Same as above)

In the event that the contract holder has had their contract terminated in accordance with the provisions of Article 13 (Termination of povo2.0 Contract by KDDI), paragraph 2, or has had the use of povo2.0 communication service suspended in accordance with the provisions of Article 25 (Suspension of Use) (limited to those in accordance with the provisions of Article 25, paragraph 1, item 11, either way), the contract holder is considered to have agreed in advance that KDDI will notify the information specified in the Privacy Policy upon request from the telecommunications carrier specified in the Privacy Policy.

Article 71 (Use of Information Pertaining to the Contract Holder, etc.)

KDDI uses the name, title, date of birth, phone number, address or residence, billing address, etc., of the contract holder or the date of birth of the registered user, etc., to the extent necessary for the execution of operations of KDDI and agreed operators pertaining to contract terms and conditions, etc., including application for contracts, conclusion of contracts, construction, application of charges, and billing of charges, etc. pertaining to telecommunication services of KDDI and agreed operators (including cases where information pertaining to the contract holder is provided to a party to which KDDI outsources operations).

In addition, the purpose of use of personal information acquired in the provision of povo2.0 communication service is set forth in the Privacy Policy.

Article 72 (Providing Personal Information to Overseas Third Parties)

KDDI provides personal information to non-Japanese operators in the countries below in order to provide povo2.0.

Countries: Singapore, the Philippines, the United States

* Please see the povo website for the latest information regarding provision to third parties located outside of Japan.

<https://povo.jp/information/>

Article 73 (Anonymized Use of Location Information, etc.)

- (1) For location information applicable as communications secrets (limited to the location, date and time, and terminal identification code of communication; hereinafter the same shall apply) and information (limited to information prescribed in the website that KDDI posts addresses up to the name of the city, ward, town or village, age, gender, and other as “Utilization of location information processed by ‘sufficient anonymization’” (hereinafter referred to as “website on anonymous location information”); hereinafter referred to in this Article as “information of contract holders, etc.”) of contract holders, etc. (refers to contract holders and registered users; hereinafter the same shall apply), for the purpose of use stipulated in the website concerning anonymous location information, KDDI will use such information after anonymizing it to the extent that it is extremely difficult to re-identify or re-differentiate contract holders, etc. with the technical standards at that time.
- (2) Regarding the location information and contract holder information, etc. specified in the preceding paragraph, KDDI may provide it to third parties such as government agencies, public organizations, and general companies within the scope of the purposes of use specified on the website on anonymous location information.
- (3) Contract holders, etc. may request to discontinue the handling prescribed in the preceding two paragraphs (hereinafter referred to as “anonymized use”) by the method set forth in the website on anonymous location information.
- (4) Other matters pertaining to anonymized use such as the method of anonymization of location information and contract holder information, etc. will be set forth on the website on anonymous location information.

Article 74 (Directory Assistance)

KDDI will provide directory assistance by connecting to a directory assistance provided by a directory assistance service provider (refers to a service provider stipulated in paragraph 27 of the Appended Document; hereinafter the same shall apply) (hereinafter referred to as “directory assistance connection”), as separately stipulated;

provided, however, that this does not apply to those that are omitted from the telephone directory.

Article 75 (Obligation to Pay Call Charges for Directory Assistance Connection, etc.)

- (1) The contract holder of the subscriber line who made a call pertaining to directory assistance connection is required to pay the directory assistance fee and the call charges pertaining to the directory assistance connection specified in the Terms of Service Provision.
- (2) KDDI will handle directory assistance fees as call charges.

Article 76 (Terms of Service Provision)

In addition to these Terms and Conditions, KDDI will provide povo2.0 communication service and ancillary services in accordance with the Terms of Service Provision separately stipulated by KDDI.

Article 77 (Matters Prescribed by Laws and Regulations)

- (1) Matters prescribed by laws and regulations in the provision or use of povo2.0 communication service shall be governed by such laws and regulations.
- (2) In addition to the provisions of the preceding paragraph, matters provided for in laws and regulations or related to such matters shall be as separately stipulated.

Article 78 (Viewing)

In these Terms and Conditions, KDDI shall make available for viewing the matters which are separately stipulated by KDDI.

Article 79 (Discontinuation of povo2.0 Communication Service)

- (1) In the event it is unavoidable for the efficient use of radio waves or for other technical and business reasons, KDDI may discontinue all or part of povo2.0 communication service. In this case, KDDI will notify contract holders as such by posting on the prescribed website or by other means.
- (2) When KDDI terminates all povo2.0 communication service pursuant to the preceding paragraph, it will notify povo2.0 contract holders of the date of termination, etc. in a manner prescribed by KDDI.
- (3) KDDI shall not be liable for any loss or damage incurred by the contract holder as a result of the partial or total discontinuation of povo2.0 communication service pursuant to paragraph 1.

Fee List

General Rules

(Calculation Methods, etc. of Fees)

1. With respect to the calculation of fees and other calculations, KDDI shall follow the provisions set forth in the following table.

| Classification | Calculation method |
|--|--|
| (1) Fees other than (2) | Calculation will be conducted based on the amount excluding tax (the amount without adding the amount equivalent to consumption tax; the same shall apply hereinafter) specified in these Terms and Conditions and Terms of Service Provision. |
| (2) Fees for optional functions pertaining to overseas roaming functions, fees pertaining to international calls, or fees pertaining to sending international SMS (refers to the sending of international SMS (refers to text messages to and from telecommunication lines pertaining to telecommunication services provided by foreign telecommunication carriers; hereinafter the same shall apply); hereinafter the same shall apply) | Calculation will be based on the amount stipulated in these Terms and Conditions and the Terms of Service Provision. |

2. Among the fees paid by the contract holder under their contract, KDDI will calculate the basic usage fees and calling charges according to the month that fees apply (for calling charges in the case where the start and end dates of the call are in different months that fees apply, the month that fees apply shall include the date when the call is ended).

provided, however, that in addition to the cases where the calculation is made in accordance with the special provisions of these Terms and Conditions and the Terms of Service Provision, when KDDI deems it necessary, it shall calculate from time to time in accordance with the period separately determined by KDDI, regardless of the month that fees apply.

3. In the event that KDDI is compelled to do so in the course of its business, it may change the starting date of the month that fees apply as set forth in the preceding paragraph.

4. In the event that the call started on a different day from the day it ended, KDDI will calculate the charges for the call in accordance with the provisions of the Terms of Service Provision applicable to the subscriber line on which the call was made on the day it ended;

provided, however, that this does not apply to calculations done in accordance with the special provisions of these Terms and Conditions and the Terms of Service Provision.

5. With respect to calling charges, regardless of the type of communication, KDDI will bill by the total amount of all such charges.

(Treatment of Fractions)

6. In the calculation of fees and other charges, if there is a fraction less than one yen in the result of the calculation for each item of the fees shown on the invoice, KDDI shall round down the amount to the second decimal place.

provided, however, that if otherwise provided for in the Terms of Service Provision or in the Appended Document, this shall be in accordance with such other provisions.

(Payment of Fees, etc.)

7. The contract holder shall pay the fees through the method designated by KDDI by the due date specified by KDDI. The payment methods are set forth on the KDDI website.
8. In the case of the preceding paragraph, the fees shall be paid in the order in which they become due.

(Lump-sum Deferred Payment of Fees)

9. In the event that KDDI has special circumstances, KDDI may, with the contract holder's consent, require them to pay the charges for two or more months at once by the date designated by KDDI.

(Payment of Fees in Small Amounts in the Following Month)

10. If the total amount of fees to be billed for a month to which fees apply is less than the amount determined separately by KDDI, KDDI may charge such charges in conjunction with the charges to be billed for the following month to which fees apply.

(Addition of Consumption Tax Equivalent)

11. The amount to be paid for the fees pertaining to these Terms and Conditions and the Terms of Service Provision shall be the amount calculated based on the amount exclusive of tax specified in these Terms and Conditions or the Terms of Service Provision, aggregated in units specified by KDDI, with the amount equivalent to consumption tax added. In addition, in the event that fractions of less than one yen in the amount occur, the fractions will be rounded down;

provided, however, that this does not apply to fees specified in the following items:

- (1) Optional function fee pertaining to the overseas roaming function
- (2) Charges for international calls
- (3) Charges for sending international SMS

(Note) The amount to be paid calculated in accordance with this paragraph may differ from the amount calculated based on the amount including tax (the amount excluding tax plus an amount equivalent to consumption tax; the same shall apply hereinafter) specified in these Terms and Conditions or the Terms of Service Provision.

(Special Reduction of Fees)

12. Notwithstanding the provisions of these Terms and Conditions or the Terms of Service Provision, when

a disaster has occurred or is likely to occur, KDDI may, on an ad interim basis, reduce the fees for such disaster.

13. When KDDI has reduced fees, etc. pursuant to the preceding paragraph, it shall make such reduction known to the public on its designated website.

(Billing of Fees, etc.)

14. Billing for fees and other obligations pertaining to povo2.0 communication service shall be in accordance with the provisions separately stipulated by KDDI, in addition to these Terms and Conditions.

(Application of povo2.0 Communication Service Fees)

19. The application of fees shall be in accordance to the provisions of these Terms and Conditions as well as by the Terms of Service Provision.

20. Application of the Universal Service Fee and the Phone Relay Service Fee shall be as follows, in addition to the provisions of Article 43 (Obligation to Pay Universal Service Fee) and Article 44 (Obligation to Pay Telephone Relay Service Fee) and the Terms of Service Provision.

(1) Fee amount

| Classification | Fee amount |
|-------------------------|--|
| Universal Service Fee | The amount of the "Universal Service Fee" stipulated on the KDDI website, which defines the Universal Service System |
| Phone Relay Service Fee | The amount of the "Phone Relay Service Fee" stipulated on the KDDI website, which defines the Phone Relay Service System |

(Note) The KDDI website which defines the Universal Service System is as follows:

<https://www.kddi.com/corporate/kddi/public/universal/>

(Note) The KDDI website which defines the Phone Relay Service System is as follows:

<https://www.kddi.com/corporate/kddi/public/telephonerelay/>

Appended Document

1. Service Area

The povo2.0 communication service area shall be as shown in the following table.

| |
|--|
| Communications shall be available in the areas shown on the following website: https://povo.jp/support/guide/area/ |
| Notes 1. Communication may be unavailable even within the abovementioned areas. 2. Communication may be unavailable due to the mobile radio equipment connected to that subscriber line. |

2. Handling of Phone Numbers Pertaining to MNP or Number Transfer, etc.)

(1) Application

- a. Those who wish to use MNP, number transfer, or contract transfer for a phone number specified by KDDI in accordance with Article 10 (Phone Number), paragraph 1, shall so notify KDDI in the manner specified by KDDI when applying for a povo2.0 contract. In this case, the person who can make such a request is limited to the same person who had concluded a contract with the mobile carrier for that telecommunication number (including those who meet the standards separately stipulated by KDDI).
- b. In addition to the cases stipulated in Article 10, paragraph 2, if KDDI determines that the information provided by the subscriber under a. differs, KDDI may change the phone number.
- c. When a contract holder wishes to cancel their povo2.0 contract and wishes to use MNP or number transfer, they shall notify KDDI to that effect in a manner separately specified by KDDI prior to the cancellation of the contract;
provided, however, that if the contract holder is currently negligent or will likely be negligent in the payment of the charges and other obligations pertaining to the contract, they may not notify as such.
- d. When KDDI receives a request from the subscriber pursuant to the provision of c., it will issue a number necessary for the procedures pertaining to MNP or number transfer;
provided, however, that this does not apply in the event KDDI separately prescribes.
- e. The number issued by KDDI pursuant to the provisions of d. above will become invalid after 15 days have elapsed from the date it issues the number.
- f. The contract holder shall manage the number issued by KDDI pursuant to d. above with the due care of a good manager.
- g. In order for KDDI to determine whether or not to accept the request from the MNP applicant, those who request MNP shall agree with the mobile phone carrier involved in the MNP to mutually disclose or inquire the name, address, date of birth of the subscriber to the contract pertaining to the telecommunications number, the number issued by KDDI pursuant to d. above, the number issued by the mobile phone carrier, and any other information necessary for the procedure.

3. Provision of Ancillary Services

(1) Description of Ancillary Services

| Type | Description | | | | |
|--|---|-------------|--------------|---|-----|
| Time signal service | <p>a. KDDI provides time signal service as follows.</p> <table border="1" data-bbox="427 371 1441 512"> <thead> <tr> <th data-bbox="427 371 1155 421">Description</th> <th data-bbox="1155 371 1441 421">Phone number</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 421 1155 512">Service that notifies time in accordance with Japan Central Standard Time</td> <td data-bbox="1155 421 1441 512">117</td> </tr> </tbody> </table> <p>b. The time signal service terminates a call between after 6 minutes and before 12 minutes have elapsed from the time when the time signal can be heard for a single call.</p> | Description | Phone number | Service that notifies time in accordance with Japan Central Standard Time | 117 |
| Description | Phone number | | | | |
| Service that notifies time in accordance with Japan Central Standard Time | 117 | | | | |
| Speed-dial connection | For incoming calls to subscriber lines, etc. specified separately by KDDI, KDDI will connect to the subscriber lines, etc., by means of a speed-dial number (a short-digit connection number assigned by KDDI), as specified separately. | | | | |
| Use of a specified letter delivery service, etc., provided by an agreed operator | <p>a. The contract holder agrees that KDDI will assign the amount of claims for the specified letter service incurred (includes those pertaining to charges for interconnecting communications made to use the specified letter service) when the contract holder uses the specified letter service from the subscriber line in accordance with the provisions of the contract terms and conditions, etc. of the agreed operator separately stipulated by KDDI by making a normal call (excludes cases where the contract holder uses the specified letter service on the condition that the fees, etc. for using the service are paid to the agreed operator by credit card), and that the amount of such claims will be combined with the charges except in the cases stipulated in Article 50 (Assignment, etc. of Claims Pertaining to Roaming).</p> <p>b. In the case of a. above, KDDI and the agreed operator shall omit individual notification to the contract holder or request for approval of transfer.</p> <p>c. Except for the cases stipulated in Article 50 (Assignment, etc. of Claims Pertaining to Roaming), claims assigned from the agreed operator pursuant to a. above shall be handled in accordance with the provisions of Article 46 (Surcharge), Article 47 (Late Charges), and the General Rules of the Fee List.</p> | | | | |
| Emergency earthquake alert service | <p>a. KDDI will provide information (hereinafter referred to as “Earthquake Early Warning Information”) to areas designated by the Japan Meteorological Agency as subject to Earthquake Early Warning (limited to areas where communication is available; hereinafter referred to as “Earthquake Early Warning areas”) to be produced in response to the Earthquake Early Warning service (refers to Earthquake Early Warning provided by the Japan Meteorological Agency as stipulated in Article 4 of the Order for Enforcement of the Meteorological Service Act (Cabinet Order No. 471 of 1952)).</p> <p>b. This service is provided only for subscriber lines using mobile radio equipment specified separately by KDDI.</p> <p>c. The contract holder shall agree to the following items:</p> | | | | |

| | |
|-------------------------|--|
| | <p>(a) The distribution of Earthquake Early Warning information may not arrive in time for the arrival of earthquakes.</p> <p>(b) Even if the mobile radio equipment is in the Earthquake Early Warning distribution area, it may not be able to receive the Earthquake Early Warning information due to the propagation of radio waves, power supply and settings of terminal facilities, etc.</p> <p>(c) Even if the mobile radio equipment is outside the Earthquake Early Warning distribution area, Earthquake Early Warning information may be distributed due to KDDI's facilities or radio wave propagation conditions.</p> <p>(d) In addition, KDDI shall not be liable for any damage caused based on the contents of information prepared based on the Earthquake Early Warning issued by the Japan Meteorological Agency.</p> <p>d. Notwithstanding the provisions of Article 25 (Suspension of Use), KDDI will provide Earthquake Early Warning service to the subscriber lines whose use of povo2.0 communication service has been suspended.</p> <p>e. Emergency Earthquake Early Warning information can be received through the Broadcast Text Message Receiving function (refers to the function that enables the reception of text messages sent using telecommunications equipment installed by KDDI for sending text messages to multiple subscriber lines at the same time; hereinafter the same shall apply).</p> <p>f. The contract holder is not required to pay fees for information pertaining to the Earthquake Early Warning service.</p> <p>g. The method of receiving Earthquake Early Warning information and other terms and conditions of provision shall be as separately stipulated by KDDI.</p> |
| Tsunami warning service | <p>a. KDDI provides tsunami warning service (a service in which KDDI distributes information prepared in response to tsunami warnings provided by the Japan Meteorological Agency (hereinafter referred to as "Tsunami Warning Information") as defined in Article 4 of the Order for Enforcement of the Weather Service Law) to subscriber lines connected to mobile radio equipment in areas designated by the Agency as tsunami warning coverage (limited to areas where communications can be made; hereinafter referred to as "tsunami warning distribution areas").</p> <p>b. This service is provided only for subscriber lines using mobile radio equipment specified separately by KDDI.</p> <p>c. The contract holder shall agree to the following items:</p> <p>(a) The distribution of tsunami warning information may not arrive in time for the arrival of tsunamis.</p> <p>(b) Even if the mobile radio equipment is in the tsunami warning distribution area, it may not be able to receive the tsunami warning information due to the propagation of radio waves, power supply and settings of terminal facilities, etc.</p> <p>(c) Even if the mobile radio equipment is outside the tsunami warning</p> |

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| | <p>distribution area, tsunami warning information may be distributed due to KDDI's facilities or radio wave propagation conditions.</p> <p>(d) In addition, KDDI shall not be liable for any damage caused based on the contents of information prepared based on the tsunami warning issued by the Japan Meteorological Agency.</p> <p>d. Notwithstanding Article 25 (Suspension of Use), KDDI will provide tsunami warning service to the subscriber lines whose use of povo2.0 communication service has been suspended.</p> <p>e. Tsunami warning information can be received through the Broadcast Text Message Receiving function.</p> <p>f. The contract holder is not required to pay fees for information pertaining to the tsunami warning service and use of optional functions.</p> <p>g. The method of receiving tsunami warning information and other terms and conditions of provision shall be as separately stipulated by KDDI.</p> |
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4. Registration, etc. of Phone Numbers for Self-operated Telecommunications Equipment

Registrations, etc. of the phone number of the self-managed telecommunications equipment (limited to mobile radio equipment pertaining to povo2.0 contract holders) shall be conducted in the following cases; provided, however, that, if KDDI is unable to register a phone number or other information due to the fact that such self-managed telecommunications equipment have already been registered, etc., KDDI will not conduct registration, etc. of the phone number.

- (1) When the request for connection of self-managed telecommunications equipment is accepted;
- (2) When there is a cancellation of the contract;
- (3) When the self-managed telecommunications equipment is disconnected from the subscriber line; and
- (4) When there is any other request from the povo2.0 contract holder requiring the registration of phone numbers, etc. for the self-managed telecommunications equipment connected to the subscriber line.

5. Method of Notification, etc. to be Provided by KDDI to the Contract Holder and Obligation to Notify of Change of the Contract Holder's Name, etc.

- (1) When it is necessary to send a notification or other communication to the subscriber (hereinafter referred to as "notice, etc." in this paragraph) in accordance with these Terms and Conditions, in principle, KDDI will send an email to the email address which is the povo account or an SMS to the phone number of the povo2.0 contract (when the classification of povo2.0 service is Single, the contact phone number will be the one specified in the Base Plan (povo2.0 data exclusive) Terms of Service Provision or Base Plan (JapanSIM) Terms of Service Provision; hereinafter the same shall apply in this paragraph) or a +Message (hereinafter referred to as "notification email"). In addition, when the contract holder gives such notice, etc. in writing, the contract holder shall do so based on the information pertaining to the email address that is the povo account, name, address, or residence notified by the contract holder (hereinafter, together with the telephone number of its povo2.0

subscription, referred to as the "contract holder contact information").

- (2) When there is a change in the contract holder contact information, the contract holder shall promptly notify KDDI's separately designated service office of such change.
- (3) When KDDI receives notification as described in the preceding item, it may ask them to present documents proving the fact that the notification has been made.
- (4) The contract holder shall agree that even if the notification email or document sent by KDDI to the contract holder's previous contact address is not delivered due to the subscriber's failure to notify KDDI of item 2, it shall be treated as if it reached the contract holder when it should have normally reached them.
- (5) The same shall apply to notification emails or documents sent by KDDI to the contract holder contact address notified by the contract holder due to the contract holder's filing of a notification that differs from the fact.
- (6) In the event KDDI determines that the notified contract holder contact address differs from the fact due to the return of a document sent to the contract holder contact address to KDDI or for any other reason, KDDI shall not thereafter send any written notice, etc. to the contract holder.
- (7) In the event that the preceding item applies and KDDI decides not to provide notification through written notice, etc., KDDI will provide notification, etc. by means of a telephone call to the phone number of the povo2.0 contract or by other means separately determined by KDDI. In this case, if the contract is able to receive the notice, etc. by recording the notice, etc. in the answering machine function, etc. built into the terminal equipment connected to the telecommunication line pertaining to the phone number of the povo2.0 contract or by any other method, the contract holder agrees to treat the notice, etc. as if it had reached them, regardless of whether the contract holder actually received the notice, etc.
- (8) In the event that KDDI suspends the use of povo2.0 communication service in accordance with Article 25 (Suspension of Use) or terminates the contract in accordance with Article 13 (Termination of povo2.0 Contract by KDDI) for the subscriber line, and if it is not possible to provide notification, etc. by email, KDDI will omit notification, notwithstanding these provisions.
- (9) The contract holder agrees that if the subscriber fails to make the notification in item 2 or makes a notification that differs from facts to KDDI, KDDI shall not be liable for any damage arising from its notification, etc. based on the information pertaining to that contract holder contact information.

6. Succession of Contract Holder Status

- (1) When the status of povo2.0 contract holder is succeeded due to inheritance, the heir shall promptly notify the service office handling the povo2.0 communication service contract with a document specified by KDDI as proof of the succession and a document specified separately by KDDI for identification of the person who approved the contract holder status.
- (2) In the case of the preceding item, if there are two or more persons who have succeeded to the position, one of these persons shall be designated as the representative to KDDI, and KDDI shall be notified of such designation. The same shall apply when this is changed.
- (3) Until notification of the representative is made pursuant to the preceding item, KDDI will treat one of

the persons who have succeeded to the position as the representative.

- (4) The pov02.0 contract holder agrees to be treated in accordance with the provisions of items 4 through 9 of the preceding paragraph if the notification under item 1 is not made.

7. Inspections in the Event of Abnormality in Terminal Facilities, etc.

- (1) When there is abnormality in the terminal facilities connected to the subscriber line or when there are otherwise hindrance to the smooth provision of telecommunications service, an MNO or Specified MNO may, when necessary, request the contract holder to have the connection of such terminal facilities inspected for compliance with technical standards, etc. In this case, the contract holder shall agree to undergo the inspection except in cases where there are justifiable reasons or other cases specified in Article 32, paragraph 2 of the Enforcement Regulations of the Business Law.
- (2) When conducting an inspection as described in the preceding item, a staff member of KDDI or Specified MNO operator will present the prescribed certificate.
- (3) If, as a result of the inspection under item 1, the terminal facilities are not found to be in conformity with the technical standards, etc., the contract holder will be asked to cancel the connection of such terminal facilities to the subscriber line.

8. Inspections in the Event of Abnormality in Self-operated Telecommunications Equipment

Inspections in cases where there is an abnormality in the self-operated telecommunications facilities connected to the subscriber line or other hindrance to the smooth provision of telecommunications services shall be handled in accordance with the provisions of the preceding paragraph.

9. Technical Standards, etc. to Which Terminal Facilities and Self-operated Telecommunications Equipment Must Conform

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|--|
| Technical standards and technical conditions |
| Rules on Terminal Facilities, etc. |

10. Handling of Cases Where there is an Order to Suspend Radio Wave Emissions from Terminal Facilities

- (1) When the Minister of Internal Affairs and Communications orders us or a Specified MNO Operator to temporarily cease radio emissions in accordance with the provisions of the Radio Act (Act No. 131 of 1950), KDDI or the Specified MNO Operator shall stop using the terminal facilities and repair them to comply with the Radio Equipment Rules (Radio Control Commission Rules No. 18 of 1950).
- (2) When the repair, etc. in the preceding item is completed, KDDI or the Specified MNO Operator shall undergo inspection, etc. pursuant to the provisions of the Radio Act, and the contract holder shall consent to such inspection, etc. unless there is a justifiable reason to the contrary.
- (3) If, as a result of the inspection, etc. described in the preceding item, the terminal facilities are not found to conform to the rules on wireless equipment, the contract holder shall cancel the connection of such terminal facilities to the subscriber line.

11. Inspection of Terminal Facilities in Accordance with the Radio Act

In addition to the inspections prescribed in the preceding paragraph, the handling of cases where terminal facilities (limited to mobile radio equipment) are inspected in accordance with the Radio Act shall be in accordance with the provisions of items 2 and 3 of the preceding paragraph.

12. Handling of Cases Where there is an Order to Suspend Radio Wave Emissions from Self-operated Telecommunications Equipment

The provisions of paragraph 10 shall apply to the handling of cases where there is an order to temporarily suspend radio wave emissions from self-operated telecommunications equipment (limited to mobile radio equipment).

13. Inspection of Self-operated Telecommunications Equipment in Accordance with the Radio Act

The handling of cases where self-operated telecommunications equipment (limited to mobile radio equipment) are inspected in accordance with the Radio Act shall be in accordance with the provisions of paragraph 11.

15. Measurement of Calling Time, etc.

(1) Calling time for calls other than (2) is measured as follows:

a. Calling time is the time elapsed from the time when both subscriber lines, etc. are connected and the call can be made, to the time when the call cannot be made after receiving a signal from the caller or the call recipient to end the call such as hanging up the handset, and is measured by KDDI's equipment;

provided, however, that, calling time for calls pertaining to directory assistance connection will be measured by the equipment of the directory assistance service provider.

b. The following times are not included in the call time in a:

(a) Time when the call was temporarily unavailable during the course of the call due to reasons not at the fault of the caller or call recipient, such as line failure; and

(b) When a call is terminated due to a line failure or other reason for which the caller or call recipient is not responsible, the calling time for a fraction of a second that is less than the number of seconds specified in the terms and conditions applicable to that call.

(2) The number of transmissions of text messages using SMS shall be the number of times the information indicating the transmission of text messages using SMS is received from the sender's subscriber line at KDDI telecommunications equipment by KDDI's equipment, as separately determined by KDDI.

16. Measurement of the Amount of Information in the Data Subject to Fees

The amount of information in data subject to fees is measured by KDDI's equipment. In this case, if the data subject to fees does not reach the destination of the communication (if the communication is to an interconnection point, the interconnection point shall be the destination of the communication) due to a line failure or other reasons not attributable to the sender or the recipient, such data will be excluded from

the measurement of the information volume.

17. Handling of Cases Where Calling Charges, etc. Could Not be Calculated Correctly Due to Malfunction of KDDI's Equipment, etc.

(1) In the event that the calling charge could be calculated correctly due to a malfunction of KDDI's equipment, etc., it will be handled as follows:

| | |
|--|--|
| a. For cases other than b. | The amount obtained by multiplying the lowest average daily calling charge calculated by a method determined separately by KDDI based on the actual results available, by the number of days during which the charge could not be calculated |
| b. In cases when the past year's performance can be identified | The amount obtained by multiplying the lowest average daily charge in each of the 12 months in which fees apply preceding the month in which fees apply that includes the first day of the month in which fees apply in which charges could not be calculated correctly due to equipment failure (if the first day cannot be determined, the day on which the equipment failure is deemed to have occurred based on a comprehensive judgment of various circumstances) by the number of days during which the calling charge could not be calculated |

(2) In the case of the preceding item, if there are special circumstances, KDDI shall consult with the contract holder and take such circumstances into consideration.

(3) The provisions of the preceding two items apply mutatis mutandis to cases where the data communication charges could not be calculated correctly.

18. Prohibited Acts in the Use of the Internet Connection Function

- (1) Acts that interfere or may interfere with the use or operation of KDDI's or other companies' Internet-related facilities
- (2) Unauthorized advertising, publicity, or solicitation of others, or transmission, description, or reproduction of text, etc. that is or may be objectionable to others
- (3) Acts of using services by impersonating another person
- (4) Acts that infringe or may infringe copyrights, portrait rights, trademarks, patent rights, or other rights of others
- (5) Acts that infringe or may infringe on the property, privacy, etc. of others
- (6) Acts that discriminate against or slander others or defame their honor or credibility
- (7) Transmitting, describing, or posting information, images, sounds, letters, documents, etc. that are obscene, abusive, or otherwise harmful to children and younger people
- (8) Establishing or soliciting to establish a pyramid scheme or pyramid-like business scheme
- (9) Acts that violate the Act on Specified Commercial Transactions (Act No. 57 of 1976) with respect to multilevel marketing transactions (pyramid scheme)
- (10) Alteration or deletion of information made available through the Internet connection function
- (11) Transmitting or posting harmful computer programs such as viruses

- (12) Criminal acts or acts that induce or incite criminal acts
- (13) In addition to the preceding items, acts in violation of laws and regulations or customs
- (14) Acts that violate public order and morals, such as prostitution, violence, cruelty, etc., or that cause disadvantage to others
- (15) Acts that interfere with the operation of KDDI's services
- (16) Acts that encourage access to content that falls under prohibited acts up to the preceding item

19. Connection of Terminal Facilities

- (1) When a pov2.0 contract holder connects terminal facilities (in the case of mobile radio equipment, only that for which KDDI, etc. (refers to KDDI or a specified MNO operator; hereinafter same applies within this item) can obtain a radio station license and that which can be connected to the subscriber line of pov2.0 communication service and for which KDDI, etc. can confirm that it complies with the radio equipment regulations and technical standards, etc. by means of the indication, etc. described in (a) and (b) below (hereinafter referred to as the "Technical Conformity Mark"); hereinafter the same applies within this item) to their subscriber line or through telecommunications facilities connected to their subscriber line, they shall make a request for such connection in writing to a service office separately specified by KDDI.
 - a. Indication of Form No. 7 or No. 14 of the Regulations Concerning Technical Regulations Conformity Certification, etc. of Specified Radio Equipment (1981 Ministry of Posts and Telecommunications Ordinance No. 37)
 - b. Indication of Form No. 7 or No. 14 of the Regulations Concerning Technical Regulations Conformity Approval, etc. of Terminal Equipment (2004 Ministry of Internal Affairs and Communications Ordinance No. 15)
- (2) Upon receipt of a request under the preceding item, KDDI, etc. shall accept the request except in the following cases:
 - a. When the terminal equipment used for such connection does not conform to the Radio Equipment Regulations.
 - b. When the connection does not conform to technical standards, etc.;
 - c. When the connection falls under the case specified in Article 31 of the Ordinance for Enforcement of the Business Act.
- (3) In accepting the request set forth in the preceding item, KDDI, etc. will inspect the terminal facilities to be used for the connection to determine whether they conform to the Rules for Radio Equipment and technical standards, etc., except in the following cases:
 - a. When it can be confirmed that the equipment complies with the Rules for Radio Equipment and technical standards, etc. through the Technical Conformity Mark; and
 - b. When the case falls under the case specified in Article 32, paragraph 1 of the Enforcement Regulations of the Business Law.
- (4) When conducting an inspection as described in the preceding item, a staff member of KDDI, etc., will present the prescribed certificate.

- (5) In addition to the provisions of the preceding 4 items, when there is a request from a subscriber for connection of terminal facilities of a foreign base station (as defined in Article 103-5 of the Ordinance for Enforcement of the Radio Act) in a manner separately specified by KDDI, KDDI will accept the request except in the following cases.
 - (a) When KDDI are unable to confirm that the terminal facilities conform to the technical standards that the Minister of Internal Affairs and Communications separately notifies as equivalent to the technical standards specified in Chapter 3 of the Ordinance for Enforcement of the Radio .
 - (b) When the terminal facilities are not approved for connection to a foreign telecommunications carrier that has concluded a roaming agreement with KDDI.
 - (c) When the connection falls under the cases specified in Article 31 of the Regulations for Enforcement of the Telecommunications Business Act.
- (6) When a povo2.0 contract holder changes their terminal facilities, such change shall also be handled in accordance with the provisions up to the preceding item.
- (7) When a povo2.0 contract holder cancels the connection of terminal facilities to its subscriber line, they shall notify the service office separately specified by KDDI of such cancellation.

20. Connection of Self-operated Telecommunications Equipment

- (1) When a povo2.0 contract holder connects self-operated telecommunications equipment (in the case of mobile radio equipment, only that for which KDDI, etc. (refers to KDDI or a specified MNO operator; hereinafter same applies within this item) can obtain a radio station license and that which can be connected to the subscriber line of povo2.0 communication service and for which KDDI, etc. can confirm that it complies with the radio equipment regulations and technical standards, etc. by the Technical Conformity Mark; hereinafter the same applies within this item) to their subscriber line or through telecommunications facilities connected to their subscriber line, they shall make a request for such connection in writing to a service office separately specified by KDDI.
- (2) Upon receipt of a request under the preceding item, KDDI, etc. shall accept the request except in the following cases:
 - a. When the terminal equipment used for such connection does not conform to the Radio Equipment Regulations.
 - b. When the connection does not conform to technical standards, etc.;
 - c. When KDDI receives certification from the Minister of Internal Affairs and Communications that the connection will make it difficult in terms of business for KDDI to maintain its telecommunications line equipment.
- (3) In accepting the request set forth in the preceding item, KDDI, etc. will inspect the terminal facilities to be used for the connection to determine whether they conform to the Rules for Radio Equipment and technical standards, etc., except in the following cases:
 - a. When it can be confirmed that the equipment complies with the Rules for Radio Equipment and technical standards, etc. through the Technical Conformity Mark; and
 - b. When the case falls under the case specified in Article 32, paragraph 1 of the Enforcement

Regulations of the Business Law.

- (4) When conducting an inspection as described in the preceding item, a staff member of KDDI, etc., will present the prescribed certificate.
- (5) When a povo2.0 contract holder changes their self-operated telecommunications equipment, such change shall also be handled in accordance with the provisions up to the preceding item.
- (6) When a povo2.0 contract holder cancels the connection of self-operated telecommunications equipment to its subscriber line, they shall notify the service office separately specified by KDDI of such cancellation.

21. Maintenance Responsibility of KDDI, etc.

KDDI or the specified MNO Operator shall maintain the telecommunications circuit facilities installed by KDDI or the specified MNO Operator so that they conform to the Telecommunications Equipment Rules for Business Use (1985 Ministry of Posts and Telecommunications Ordinance No. 30).

22. Certification of Matters on povo2.0 Service Usage Rights

- (1) Upon request from an interested party, KDDI will certify the following matters concerning povo2.0 service usage rights (refers to the right to receive povo2.0 service from KDDI based on the povo2.0 contract; the same shall apply hereinafter) based on KDDI's bookkeeping records;
provided, however, that, if the requested proof is from the past, it may not be possible to prove it.
 - a. Types of povo2.0 communication services
 - b. Date of acceptance of the application for contract
 - c. Phone number
 - d. Address or residence and name of the contract holder (when there are two or more persons who have succeeded to the contract holder's position, the representative of each person who has succeeded to the contract holder's position)
 - e. When the usage right for povo2.0 services is transferred, the date on which the transfer takes effect
 - f. If a notice of seizure (including interlocutory seizure in the case of delinquent dispositions under the National Tax Collection Law (Law No. 147 of 1959) and delinquent dispositions based on its example), provisional seizure or provisional disposition has been received, the date and number of receipt of such notice
- (2) When making a request under the preceding item, the interested party shall fill in the matters to be certified in a document prescribed by KDDI and submit it to a service office separately designated by KDDI. In this case, payment of the actual costs required for certification is required.

23. Bringing in Terminal Facilities for Inspection, etc.

In the following cases, the povo2.0 contract holder shall bring their terminal facilities (limited to mobile radio equipment; hereinafter the same shall apply in this paragraph) or self-managed telecommunications facilities (limited to mobile radio equipment; hereinafter the same shall apply in this paragraph) to the

service office designated by KDDI or to the location designated by KDDI on the date specified by the KDDI.

- (1) When registering a phone number, etc.
- (2) When receiving an inspection of terminal facilities pursuant to the provisions of paragraph 7 or paragraph 19 of the Appended Document.
- (3) When receiving inspections of terminal facilities or self-operated telecommunications equipment in accordance with the Radio Act.

24. Handling of Fees for Interconnection Communications

- (1) The fees for interconnection communications (excluding those stipulated in the next item through item 4) made through the connection mode stipulated in the next paragraph shall be determined by the rate-setting entity stipulated in the next paragraph in its contract terms and conditions, etc. for such communications together with other network interconnection communications, and other handling related to rates such as billing shall be as stipulated in the next paragraph.
- (2) With respect to the charges for interconnection communications (excluding those stipulated in the next item) to telecommunications equipment pertaining to Internet connection service (excluding those pertaining to IP phone service) provided by KDDI, the contract holder of the subscriber line who made such communications is required to pay the amount calculated based on the calling time measured pursuant to the provisions of paragraph 15 and the provisions of the Terms of Service Provision.

In this case, the fees for such interconnection communication shall be billed by KDDI, except for the cases stipulated in Article 50 (Assignment, etc. of Claims Pertaining to Roaming), and other treatment concerning the fees shall be as stipulated in these Terms and Conditions.

- (3) For fees for interconnection communications made by data communications (excluding those stipulated in the next item), the contract holder of the subscriber line who made the communication is required to pay the amount calculated based on the amount of information measured in accordance with the provisions of paragraph 16 and the provisions of the Terms of Service Provision. In this case, the fees for such interconnection communication shall be billed by KDDI, except for the cases stipulated in Article 50 (Assignment, etc. of Claims Pertaining to Roaming), and other treatment concerning the fees shall be as stipulated in these Terms and Conditions.
- (4) The fees for interconnection communications made by data communication and pertaining to IP data service or open data communication network service provided by SoftBank Corp. shall be as follows:
 - a. Fees excluding the section of a direct packet switching system installed by KDDI (refers to those stipulated in KDDI's connection terms and conditions for Type 2 Designated Telecommunications Facilities under Article 34, paragraph 2 of the Telecommunications Business Act; hereinafter the same shall apply) shall be determined by KDDI, and the contract holder of the subscriber line who made such communication shall be required to pay the amount calculated based on the amount of information measured under the provisions of paragraph 16. In this case, the fees for such interconnection communication shall be billed by KDDI, except for the cases stipulated in Article 50 (Assignment, etc. of Claims Pertaining to Roaming), and other treatment concerning the fees shall

be as stipulated in these Terms and Conditions.

- b. Charges for the section of the direct packet switching system installed by KDDI shall be in accordance with the contract terms and conditions stipulated by SoftBank Corp.

25. Connection Mode of Interconnection Communications and Handling of Fees

| | Connection mode | Fee-setting operator | Fee-billing operator | Persons requiring payment of fees | Other handling of fees |
|---|---|---|--|---|---|
| 1 | Outgoing: KDDI's subscriber line Incoming: Telecommunications equipment for mobile phone service | KDDI | Same as on the left (except as provided in Article 50) | Contract holder of the subscriber line from which the call originated | As set forth in these Terms and Conditions |
| 2 | Deleted | Deleted | Deleted | Deleted | Deleted |
| 3 | Outgoing: KDDI's subscriber line Incoming: Telecommunications facilities for fixed-line telecommunications services (subscribed phone services, other network public phones, IP phone services, or relay services; hereinafter the same shall apply in this section) | KDDI or a fixed-line telecommunications carrier (refers to a telecommunications carrier that provides fixed-line telecommunications services; the same shall apply hereinafter in this paragraph) | KDDI (except for the cases stipulated in Article 50) or a fixed telecommunications carrier | The contract holder of the subscriber line from which the call originated, or a person specified in the terms and conditions, etc. of KDDI or a fixed telecommunications carrier. | The service is subject to the provisions of these general terms and conditions or the contract terms and conditions of the KDDI or fixed telecommunications carriers. |
| 4 | Outgoing: Telecommunications equipment for mobile phone services Incoming: KDDI's subscriber line | Mobile phone operator | Same as shown on the left | Those stipulated in the contract terms and conditions, etc. of the mobile phone operator | The terms and conditions of the contract of the mobile phone service provider shall apply. |
| 5 | Deleted | Deleted | Deleted | Deleted | Deleted |
| 6 | Outgoing: Telecommunications equipment for fixed | KDDI or fixed telecommunications | KDDI or fixed telecommunications | Those stipulated in the contract terms | Is subject to the terms and conditions |

| Connection mode | | Fee-setting operator | Fee-billing operator | Persons requiring payment of fees | Other handling of fees |
|-----------------|---|----------------------|----------------------|---|---|
| | telecommunications services Incoming: KDDI's subscriber line | ions carriers | ions carriers | and conditions, etc. of KDDI or fixed telecommunication carriers. | stipulated in the contract terms and conditions, etc. of KDDI or the fixed telecommunication carrier. |

26. Specific Telecommunications Services

| Telecommunications services |
|--|
| Telecommunications services provided by ARTERIA Networks Corporation and Rakuten Mobile, Inc. that use telecommunications numbers stipulated in Appended Table No. 1 of the Rules for Telecommunications Numbering |

27. Directory Assistance Operator

| Directory assistance provider |
|-------------------------------|
| Altius Link, Inc. |

28. Relay Operator to be Notified of the Contract Holder's Name, etc.

| Relay operator | Business identification no. |
|------------------------------|--------------------------------------|
| SoftBank Corp. | 0041, 0061, 0063, 0065, 0066 or 0083 |
| ARTERIA Networks Corporation | 0060 |
| Brastel Co., Ltd | 009120 or 009121 |
| IPS Pro, Inc. | 0031 or 0032 |

29. Standard Functions

| Type | Conditions for provision | |
|--|--|--|
| Call hold function (Call hold service) | This refers to a function that places an incoming call to the subscriber line on hold by operating its terminal facilities and informs the caller that the call is placed on hold. | |
| | Notes | (1) This service is provided only to subscriber lines of povo2.0 service (limited to those using mobile radio equipment specified separately by KDDI). (2) Charges related to calls answered by this feature shall be paid by those who are required to make payments as stipulated in Article 41 (Obligation to Pay Calling Charges and Data Topping Fees) and Article 48 (Handling of Fees for Interconnection Communications). |

| | | |
|--|-------|--|
| | | (3) Other terms and conditions regarding this feature shall be determined separately by KDDI. |
| Numbering request function (number notification request service) | | This refers to the function that notifies the caller of an incoming call to the subscriber line that does not notify the caller of the caller's number and asks the caller to call back. |
| | Notes | <p>(1) This service is provided only to subscriber lines of povo2.0 service (limited to those using mobile radio equipment specified separately by KDDI).</p> <p>(2) Charges related to calls answered by this feature shall be paid by those who are required to make payments as stipulated in Article 41 (Obligation to Pay Calling Charges and Data Topping Fees) and Article 48 (Handling of Fees for Interconnection Communications).</p> <p>(3) Other terms and conditions regarding this feature shall be determined separately by KDDI.</p> |

Supplementary Provisions

Supplementary Provisions (KDDI Next-Generation Business Planning No. 364)

(Period of Implementation)

1. These terms and conditions shall come into effect on September 29, 2021.

(Transitional Measures for Calls from Interconnection Points)

2. Calls from the interconnection point that fall under the left column of the following table to the subscriber line are subject to fees determined by KDDI if they fall under the right column of the following table.

| | |
|---|---|
| (1) Calls from interconnection points other than those listed below | The call was initiated by 11:59:59 p.m. on September 30, 2021 |
| (2) Calls made from telephones of other network public telephones provided by Nippon Telegraph and Telephone East Corporation or Nippon Telegraph and Telephone West Corporation, and calls made from interconnection points using Members Net provided by NTT Communications Corporation | The call was received by 11:59:59 p.m. on September 30, 2021 |

3. For the purpose of applying calling charges, KDDI classifies the area classification (refers the prefecture where the mobile radio equipment connected to the subscriber line that made the call is located; hereinafter the same shall apply), calling classification and time zone classification as follows.

(i) Zoning classification

| Zoning classification | Scope of zoning area |
|-----------------------|---|
| Hokkaido Area | Hokkaido |
| Tohoku Area | Aomori, Iwate, Miyagi, Akita, Yamagata, Fukushima, Niigata |
| Hokuriku Area | Toyama, Ishikawa, Fukui |
| Kanto Area | Tokyo, Kanagawa, Saitama, Chiba, Ibaraki, Tochigi, Gunma, Yamanashi |
| Chubu Area | Nagano, Shizuoka, Aichi, Mie, Gifu |
| Kansai Area | Shiga, Kyoto, Osaka, Hyogo, Nara, Wakayama |
| Chugoku Area | Tottori, Shimane, Okayama, Hiroshima, Yamaguchi |
| Shikoku Area | Tokushima, Kagawa, Ehime, Kochi |
| Kyushu Area | Fukuoka, Saga, Nagasaki, Kumamoto, Oita, Miyazaki, Kagoshima |

(ii) Call classification

| Call classification | | Call to be applied |
|---|------------------------|---|
| Intra-area and area-adjacent prefecture calls | Intraprefectural calls | Calls in which the starting point for measuring the distance between calling areas for the telecommunications equipment on the recipient of the call (hereinafter referred to as “the starting point on the recipient side”) is in the same prefecture as the coverage area of the mobile radio equipment |

| | | |
|--------------------------------|-------------------------|--|
| | Inter-prefectural calls | Calls in which the starting point on the recipient side is in a prefecture classified in the same area classification as that of the mobile radio equipment or in a prefecture adjacent thereto, other than intraprefectural calls |
| Area-adjacent prefecture calls | | Calls other than intra-area and area-adjacent prefecture calls |

(iii) Time zone classification

| Time zone classification | Time zone |
|---------------------------------------|---|
| Daytime | 8:00 a.m. to 7:00 p.m. |
| Nighttime | 7:00 p.m. to 11:00 p.m. |
| Late night/Early morning | From midnight to 8:00 a.m. and from 11:00 p.m. to 12:00 p.m. |
| Saturdays, Sundays, National Holidays | Between 8:00 a.m. and 11:00 p.m. on Saturdays, Sundays, and national holidays (refers to days designated as holidays pursuant to the Act on National Holidays (Act No. 178, 1948), and January 2 and January 3) |

(Note 1) The classification stipulated in (a) (b) shall be applied as separately determined by KDDI based on the location of the wireless base station facilities to which the mobile radio equipment is connected or the location of the termination point of the telecommunications line equipment of the agreed operator.

(Note 2) The classification stipulated in (a) (b) shall apply to the classification at the time the call is initiated and shall not be changed until the call ends.

(Note 3) Notwithstanding this provision, the calling classification specified by KDDI shall apply to calls made to areas or telecommunications facilities specified separately by KDDI.

(Note 4) Daytime, nighttime, and late-night/early-morning time zone classifications shall all exclude time zone classifications for Saturdays, Sundays, and national holidays.

4. The fee amount for calls from the interconnection point to the subscriber line shall be as follows.

(1) Those other than (2)

| Classification | | Fee amount | | | |
|---|---|---|-----------|--|---------------------------------|
| Calling charge | | Every next second 10 yen without tax (11 yen with tax) | | | |
| | | Daytime | Nighttime | Saturdays, Sundays, National Holidays | Late night/ Early morning |
| Kanto Area, Chubu Area | Intra-area and area-adjacent prefecture calls | 30 seconds | | 30.5 seconds | |
| | Area-adjacent prefecture calls | 30 seconds | | | |
| Areas other than those in the above columns | | 30 seconds | | | |

(2) Those pertaining to calls made from telephones of other network public telephones provided by Nippon Telegraph and Telephone East Corporation or Nippon Telegraph and Telephone West Corporation

| Classification | Fee amount | | | |
|---|------------------------------|--------------|--|---------------------------------|
| Calling charge | 10 yen per every next second | | | |
| | Daytime | Nighttime | Saturdays, Sundays, National Holidays | Late night/ Early morning |
| Intra-area and area-adjacent prefecture calls | 11.5 seconds | 14.5 seconds | 14.5 seconds | 20.5 seconds |
| Area-adjacent prefecture calls | 9.0 seconds | 14.5 seconds | 14.5 seconds | 18.5 seconds |

Supplementary Provisions (KDDI Next-Generation Business Planning No. 387)

(Period of Implementation)

1. These terms and conditions shall come into effect on October 25, 2021.

Supplementary Provisions (KDDI Next-Generation Business Planning No. 419)

(Period of Implementation)

1. These terms and conditions shall come into effect on January 1, 2022.

Supplementary Provisions (KDDI Next-Generation Business Planning No. 429)

(Period of Implementation)

1. These Terms and Conditions shall come into effect on March 1, 2022.

Supplementary Provisions (KDDI Next-Generation Business Planning No. 444)

(Period of Implementation)

1. These revised provisions shall come into effect on April 1, 2022.

Supplementary Provisions (KDDI Next-Generation Business Planning No. 478)

(Period of Implementation)

1. These revised provisions shall come into effect on July 1, 2022.

Supplementary Provisions (povo Promotion No. R041212)

(Period of Implementation)

1. These revised provisions shall come into effect on December 12, 2022.

Supplementary Provisions (povo Promotion No. R050308)

(Period of Implementation)

1. These revised provisions shall come into effect on March 8, 2023.

Supplementary Provisions (povo Promotion No. R050329)

(Period of Implementation)

1. These revised provisions shall come into effect on March 29, 2023.

Supplementary Provisions (povo Promotion No. R050401)

(Period of Implementation)

1. These revised provisions shall come into effect on April 1, 2023.

(Transitional Measures Regarding Payment of Call Charges until Termination of the PHS service)

2. Notwithstanding this revised provision, the telecommunications charges for calls to telecommunications facilities for PHS services and domestic SMS charges for SMS transmissions made before the termination of interconnection based on the interconnection agreement between us and PHS carriers (the agreed operators providing telecommunications services through radio communication with land mobile stations for PHS (hereinafter in this supplementary provision referred to as "PHS services") as provided in Article 6, paragraph 4, item 6 of the Enforcement Regulations of the Radio Law (Radio Control Commission Regulation No. 14, 1950); hereinafter the same shall apply) shall be the same as those for domestic SMS services.

(Transitional Measures Concerning Payment of Fees, etc.)

3. Telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall be the same as before.

Supplementary Provisions (povo Promotion No. R050622)

(Period of Implementation)

1. These revised provisions shall come into effect on June 22, 2023.

Supplementary Provisions (povo Promotion No. R050701)

(Period of Implementation)

1. These revised provisions shall come into effect on July 1, 2023.

(Transitional Measures Concerning Payment of Fees, etc.)

2. Telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall remain as before.

Supplementary Provisions (povo Promotion No. R050720)

(Period of Implementation)

1. These revised provisions shall come into effect on July 20, 2023.

Supplementary Provisions (povo Promotion No. R051019)

(Period of Implementation)

1. These revised provisions shall come into effect on October 19, 2023. (They will be applied retroactively to September 30, 2023)

(Transitional Measures Concerning Payment of Fees, etc.)

2. Telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall be the same as before.

Supplementary Provisions (povo Promotion No. R051204)

(Period of Implementation)

1. These revised provisions shall come into effect on December 4, 2023.
(Transitional Measures Concerning Payment of Fees, etc.)
2. Telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall be the same as before.

Supplementary Provisions (povo Promotion No. R051228)

(Period of Implementation)

1. These revised provisions shall come into effect on December 28, 2023.
(Transitional Measures Concerning Payment of Fees, etc.)
2. The telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall be the same as before.

Supplementary Provisions (povo Promotion No. R060109)

(Period of Implementation)

1. These revised provisions shall come into effect on January 9, 2024.
(Transitional Measures Concerning Payment of Fees, etc.)
2. Telecommunications service charges and other obligations which were paid or payable prior to the implementation of these revised provisions shall be the same as before.

Supplementary Provisions (povo Promotion No. 060123)

(Period of Implementation)

1. These revised provisions shall come into effect on January 23, 2024.

Supplementary Provisions (povo Promotion No. R060131)

(Period of Implementation)

1. These revised provisions shall come into effect on January 31, 2024.
(Handling on Notification to Other Telecommunications Carriers)
2. In the event NTT Communications Corporation requests from between January 31, 2024 to a date separately prescribed by KDDI, KDDI may, in accordance with the provisions prior to the revision, provide notification as stipulated in Article 66 (Notification to Other Telecommunications Carriers).

Supplementary Provisions (povo Promotion No. R060327)

(Period of Implementation)

1. These revised provisions shall come into effect on March 27, 2024.

Supplementary Provisions (povo Promotion No. R060606)

(Period of Implementation)

1. These revised provisions shall come into effect on June 6, 2024.

(Period of Implementation)

1. These revised provisions shall come into effect on August 27, 2024.