

Cloud Prepaid Use Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These Cloud Prepaid Use Terms and Conditions (these “Terms and Conditions”) are the special contract on the provisions of payment of the Usage Fees in the Terms and Conditions by Service, “SAKURA Cloud Terms and Conditions” applicable to the Basic Service, “SAKURA Cloud” and its Optional Services which SAKURA internet Inc. (the “Company”) provides.
2. The user of the Prepaid (as set forth in Article 2, Paragraph 1) (the “User”) shall observe the Basic Terms and Conditions and the “SAKURA Cloud Service Terms and Conditions” which the Company sets forth. The Basic Terms and Conditions and the “Sakura Cloud Terms and Conditions” together with these Terms and Conditions shall apply to the Prepaid.
3. These Terms and Conditions shall, in the use of the Prepaid, supersede the Basic Terms and Conditions and the “SAKURA Cloud Terms and Conditions.”

Article 2 (Definitions of Terms)

1. “Cloud Prepaid” (the “Prepaid”) shall mean the means of payment which may be used to pay the Usage Fees for the “SAKURA Cloud” and the services designated on the Service Site out of its optional services (collectively, the “Services”), which a juridical person as the User may use in using the Services.
2. “Member ID” shall mean an identifier granted when using the Company’s services.
3. “Cloud Service Account” (the “Account”) shall mean the right to log in to the control panel of the Services.
4. “Prepaid ID” shall mean an identifier to use the Prepaid, which is entered when registering the Prepaid on the control panel of the Services.
5. “Fiscal Year” means the period which begins on April 1 of each year and ends on March 31 of the following year.

Article 3 (Qualification of the User)

1. The Prepaid may be used only by a juridical person for payment of the Usage Fees of the Services, which persons who do not fall under this may not use.

Article 4 (Purchase Application and Issuance of the Prepaid)

1. Sales of the Prepaid shall be conducted only through the Company or a person (the “Sales Company”) who has concluded a contract with the Company regarding the sales of the Prepaid to a third party.
2. Purchase application for the Prepaid shall be made by a method prescribed by the Company or the Sales Company.
3. On the condition that the Company or the Sales Company confirms that consideration has been paid for the application in the preceding paragraph, the Company or the Sales Company shall issue the Prepaid by notifying the User of the Prepaid ID (the date on which the notification is sent, the “Issue Date”).
4. If the User purchases the Prepaid from the Sales Company, the Member ID and the Account shall be required in order to use the Prepaid.

Article 5 (Price of the Prepaid)

1. Price of the Prepaid shall be determined separately on the order form, the Service Site or a website of the Sales Company, etc.

Article 6 (Payment Method of the Prepaid)

1. The User shall pay the consideration in the preceding Article by the method designated by the Company or the Sales Company, or by the method which the User selected, no later than the date separately designated by the Company or the Sales Company. The User shall bear the fees for the transfer.

Article 7 (Use of the Prepaid)

1. The Prepaid may be used by either of the following methods:
 - (1) if a purchase application is made by an order form, the User enters and registers the Prepaid ID corresponding to one Account on the control panel; or
 - (2) if a purchase application is made on the control panel, the User selects the same Account as at the time of purchase application on the control panel and activates the Prepaid.
2. The available amount is determined in advance for the Prepaid linked to each Prepaid ID, and the User may check the balance of the total available amount of the Prepaid for each Account on the control panel.
3. One Prepaid ID may only be registered and used with one of the Accounts linked to the Member ID and may not be duplicately registered and used in multiple Accounts. Even if the Account in which the Prepaid is registered is deleted, the same Prepaid may not be registered again in another Account.

4. The available amount of the Prepaid shall be automatically applied to the payment of Usage Fees for the current month at the end of each month, and the User may not voluntarily select the payment method.
5. If the User has registered, in addition to the Prepaid, a coupon (the “Coupon”) which may be used to pay the Usage Fees of the Services issued by the Company free of charge, the Coupon shall supersede the Prepaid and shall be applied to the payment of the Usage Fees for the Services for the current month.
6. If the User holds multiple Prepays, the Prepaid that was registered or activated earlier shall prevail and be applied to the payment of Usage Fees of the Services for the current month.

Article 8 (Prohibited Matters)

1. In any cases, the User may not transfer to a third party, or share with a third party, the Prepaid without the prior consent of the Company.
2. If the User uses the Services exceeding the available amount of the Prepaid, the Company may charge the User the amount calculated based on the Usage Fees of the Services set forth on the Service Site at that time for the relevant usage. If the User purchases the Prepaid from the Sales Company, it may not use the Services exceeding the available amount of the Prepaid.
3. In addition to the prohibited matters set forth in the Basic Terms and Conditions, the User may not conduct acts which fall under the following items:
 - (1) act of using or attempting to use the Prepaid after acquiring the Prepaid by unauthorized method or after knowing of the acquisition by unauthorized method;
 - (2) act of falsifying or deleting information that may be used with the Prepaid; and
 - (3) act that interrupts or may interrupt the Company’s provision of the Prepaid.

Article 9 (Management of the Prepaid ID, etc.)

1. The User shall manage the issued Member ID, the Account and the Prepaid ID on its own responsibility, and the Company shall not take any responsibility for theft, unauthorized use, loss, etc. of the Member ID, the Account and the Prepaid ID.

Article 10 (Inquiry)

1. If the User purchases the Prepaid from the Sales Company, it shall make an inquiry regarding the Prepaid to the Sales Company. The User who purchased the Prepaid directly from the Company shall make an inquiry to the Company.

Article 11 (Refund)

1. The Company shall not respond to any cash refund or conversion into cash with respect to the purchase amount or balance of the Prepaid; provided, however, that this shall not apply to return or reduction of amount due to “SAKURA Cloud Quality Assurance (SLA)” set forth in the SAKURA Cloud Terms and Conditions.

Article 12 (Deadline for Use and Invalidation of the Prepaid)

1. The deadline for use of the Prepaid for which a purchase application has been made by an order form shall be the day on which one (1) year has elapsed since the registration of the Prepaid on the control panel, and the Prepaid which has passed the same deadline shall become null and void.
2. With respect to the deadline for use of the Prepaid for which a purchase application has been made on the control panel, the User shall select either of the following items when applying for the purchase, and the Prepaid which has passed the same deadline shall become null and void.
 - (1) the day on which one (1) year has elapsed since activation of the Prepaid on the control panel;
or
 - (2) the last day of the Fiscal Year to which the purchase application date belongs.
3. The Prepaid in Paragraph 1 and Item 1 of the preceding paragraph shall become null and void unless it is registered on the control panel or activated on the control panel within one (1) year from the Issue Date. The Prepaid in Item 2 of the preceding paragraph may be activated at any time during the period from the Issue Date to the deadline for use, and regardless of activation, it shall become null and void upon the deadline for use.
4. If the User breaches these Terms and Conditions and other terms and conditions of the Company applicable to the User, or if the Company determines that the acts of the User are inappropriate, then the Prepaid shall become null and void.
5. If the Prepaid becomes null and void pursuant to the preceding four (4) paragraphs, the Company shall not respond to any refund of the Prepaid and shall not assume any liability for damage incurred by the User.

Article 13 (Suspension of Handling)

1. If there is any event listed in the following, the Company may suspend handling of the Prepaid.
 - (1) if it is necessary for maintenance, works or relocation, etc. of the telecommunication facilities;

- (2) if a natural disaster or other emergency circumstances occur or may occur, and it is necessary to prioritize urgent communication for the public interest, pursuant to Article 8 of the Telecommunications Business Act;
 - (3) if a telecommunication carrier, etc. suspends provision of telecommunication service; (4) if there is an order, disposition, request and the like by public agencies; or
 - (5) if the Company recognizes that an act (including omission) of a third party hinders the Company's business operation such as a case where the telecommunication facilities are or may be hindered.
- 2. If the Company or the Sales Company suspends handling of the Prepaid pursuant to the preceding paragraph, it shall notify each User to that effect, the reason and the period in advance; provided, however that this shall not apply in the case of emergency.
 - 3. If the Company suspends handling of the Prepaid pursuant to Paragraph 1, the Company shall not assume any liability for compensation for damage incurred by each User due to the relevant suspension.

Article 14 (Amendment to Terms and Conditions)

- 1. The Company may amend these Terms and Conditions due to a change or improvement or termination, etc. of handling of the Prepaid. In the case of amending these Terms and Conditions, the Company shall notify the User of the amendment no later than seven (7) days before effecting the amendment by posting it on the Service Site or a website of the Sales Company, sending e-mails or any other appropriate method that the Company or the Sales Company reasonably determines. By using the Prepaid after the amendment to these Terms and Conditions becomes effective, the User shall be deemed to have accepted these Terms and Conditions after amended, and in this case, the amended Terms and Conditions shall apply to the Prepaid which the User already holds at the time of amendment to these Terms and Conditions as well.

Article 15 (Discontinuation of Handling)

- 1. The Company may unavoidably discontinue the handling of the Prepaid due to business reasons. In that case, the Company or the Sales Company shall notify the User to that effect no later than one (1) month before the discontinuation; provided, however, that if the Company judges it as necessary to immediately discontinue provision of the Prepaid to the User due to an order, disposition, request and the like by public agencies, then the Company may immediately discontinue it without notifying the User.

[English Translation]

2. If the Company discontinues provision of the Prepaid pursuant to the preceding paragraph, even if the available amount of the Prepaid remains, the Company shall not respond to any refund or conversion into cash and shall not assume any liability for compensation for the damage incurred by the User due to the relevant discontinuation.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Cloud Prepaid Use Terms and Conditions which applied on and after December 2, 2021, and shall apply on and after April 1, 2022 pursuant to the provisions of amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated April 1, 2022 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]