

Data Store NAS Plan Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These Data Store NAS Plan Terms and Conditions (these “Terms and Conditions”) are the Terms and Conditions by Service applicable to the Basic Service, “Data Store NAS Plan,” and its Optional Service (Collectively, the “Services”) that SAKURA internet Inc. (the “Company”) provides, and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. The user of the Services (the “User”) shall observe the Basic Terms and Conditions and the Terms and Conditions by Service for the Target Service in Use (defined in Article 4, paragraph 2) that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Contents of Services)

1. The “Data Store NAS Plan” is the service to provide an external storage area to be connected to the Company’s other services that the Company designates (the “Target Services”) through a local network of the Target Services (this “Basic Service” in these Terms and Conditions).
2. Details of the Services shall be set forth in the Service Site or the service specification documents that the Company provides (the “Service Specification Documents”).

Article 3 (Application)

1. Only the User of the Target Services may apply for the Services. The Company shall not accept the application for the Services from an applicant who is not using the Target Services, and in this case, provisions of application in the Basic Terms and Conditions shall apply mutatis mutandis.
2. The Target Services shall be set forth in the Service Site or the Service Specification Documents.

Article 4 (Transfer, etc. of Status, etc. under the Use Contract)

1. Notwithstanding the provisions of the transfer, etc. of the status, etc. in the Basic Terms and Conditions, the User may not, in any case, transfer, provide as collateral etc. (the “Transfer, etc.”), its status or rights under the Use Contract for the Services in whole or in part to a third party or cause a third party to take over the status, or obligations under the Use Contract in whole or in part.
2. If the User, pursuant to the provisions on the Transfer, etc. of the status, etc. under the Use

Contract in the Basic Terms and Conditions and in the Terms and Conditions by Service for the Target Services in use (the “Target Service in Use”), makes Transfer, etc., the status or rights under the Use Contract for the Target Service in Use to a third party in whole or in part, then the Use Contract for the Services shall terminate at the same time as the Transfer, etc. in principle.

Article 5 (Usage Fees)

1. Notwithstanding the provisions of the Usage Fees in the Basic Terms and Conditions, the Usage Fees for the Services shall comprise the following:

(1) Periodic Payment

It means a payment method for the Services which the Company provides on a continuous basis and for which a certain fixed amount of Usage Fees arises monthly, breakdown of which is as follows.

Initial Fee: fee for preparation of implementation of this Basic Service (installation, etc.)

Fixed Usage Fee (monthly payment): Monthly Usage Fees

2. The amount of the Usage Fees for the Services shall be calculated based on the fee schedule which the Company sets forth separately in the Service Site or Service Specification Documents.

Article 6 (Payment of Usage Fees)

1. The User may pay the Usage Fees for the Services by a credit card at its option; provided, however, that if the amount of the Usage Fees for the Services is equal to or exceeds the amount that the Company prescribes, the User may need to pay the Usage Fees by another payment method upon the Company’s request.

2. The Company shall set forth the details of the payment method of the Usage Fees for the Services in the Service Site or the Service Specification Documents.

Article 7 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for this Basic Service shall be the period from the use start date to the last day of the month in which 12 months have passed since the use start date.

2. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for an optional service shall be the period from the use start date of the optional service to the last day of the month in which 12 months have passed since the use start date of the optional service.

[English Translation]

3. The initial fee for this Basic Service shall constitute a part of the Usage Fees for this Basic Service. Accordingly, in the case where the Company terminates the Use Contract during the minimum use period, the Company shall not refund the initial fee already paid in accordance with the provisions of termination of the Use Contract during the minimum use period in the Basic Terms and Conditions.

Article 8 (Maintenance and Management, etc. of the Services and Information, etc.)

1. The User shall agree in advance that the information and data that the User has stored in the equipment for the Services may be lost due to an impairment of the equipment for the Services or other reasons.
2. The User shall take necessary measures, including a backup of information and data that the User has received or transmitted by using the Services, in preparation for the loss due to an impairment of the equipment for the Services or other reasons.
3. The Company shall not restore the information and data stored in the equipment for the Services.
4. The User shall agree in advance that the manner in which a third party uses the Services or other services that the Company provides may affect the User's use of the Services (including, without limitation, the degradation of response time of the system for the Services).
5. The User shall agree in advance that the User may become unable to access the Services due to an action of the User itself in the Target Service in Use (including, without limitation, the deletion of a local switch in the Sakura's Exclusive Server Service). Further, if the User is unable to access the Services due to a reason attributable to the action of the User itself in the Target Service in Use, the Company shall not reduce Usage Fees for the Services or the Target Service in Use which corresponds to a period of such inability to access or assume any liabilities whatsoever.
6. In addition to the above five (5) paragraphs, with respect to the maintenance and management of information and data, the User of the Services shall acknowledge, understand and agree upon in advance the provisions of the management of account and data, etc. and the non-warranty and disclaimers in the Basic Terms and Conditions.

Article 9 (Relationship with the Use Contract for Target Service in Use)

1. If all of the Use Contracts for the Target Service in Use terminates for any reason whatsoever, the Use Contract for the Services shall terminate at the same time. In this case, the provisions of termination during the minimum use period of the Use Contract in the Basic Terms and Conditions shall apply mutatis mutandis.
2. If the provision of the Target Service in Use is suspended or discontinued for any reason whatsoever, the provision of the Services shall be suspended or discontinued as well.

[English Translation]

3. The Company shall not assume liabilities for compensation for damage that each User incurs due to the termination of the Use Contract for the Services pursuant to the preceding two (2) paragraphs or the suspension or discontinuation of the Services; provided, however, that if it falls under the cases where the Company has liabilities as set forth in the provisions of the Company's liability in the Basic Terms and Conditions, the said provisions shall apply.

Chapter 2 Optional Service Terms and Conditions

Section 1 Additional Storage Option (the "Optional Service" in this Section)

Article 10 (Application for Use)

1. The User may apply for the Optional Service by capacity that the Companies separately prescribes.
2. The Company shall separately prescribe the application method of the Optional Service and a unit and the maximum amount of capacity (the maximum amount of capacity per contract) which the User may apply for in the Service Site or the Service Specification Documents.

Article 11 (Termination, etc.)

1. The Use Contract for the Optional Service shall not be terminated in whole or in part independently from this Basic Service.
2. If the Use Contract for this Basic Service terminates for any reason whatsoever, the Use Contract for the Optional Service shall terminate as well.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Data Store NAS Plan Terms and Conditions which applied on and after February 24, 2017, and shall apply on and after May 8, 2020 pursuant to the provisions on the 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 May 8, 2020 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.]