

Direct Access Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These Direct Access Service Terms and Conditions (these “Terms and Conditions”) are the Terms and Conditions by Service applicable to the Basic Service, “Direct Access” and its Optional Services (collectively, the “Services”) which 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 which the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Definitions)

1. The terms used in these Terms and Conditions shall have the meanings set forth in the following items:
 - (1) Line Provider
The term shall mean a business operator with whom the User concludes a contract in order to use the network line.
 - (2) User Line
The term shall mean the network line which the User uses after concluding a contract with the Line Provider.
 - (3) ONU
The term shall mean the line terminating equipment attached to the User Line which is provided from the Line Provider.
 - (4) User Equipment
The term shall mean the User Line and the ONU.
 - (5) Company’s Equipment
The term shall mean a local area network which the Company provides (including a router if added as an option).

Article 3 (Contents of Services)

1. The Services are the services which connect the User Line to the “Hybrid Connection” which the Company provides by providing the User with a place to accommodate the User

Equipment and the Company's Equipment; provided, however, that the Services may not be used if the connection destination of the Hybrid Connection includes the Housing Service.

Article 4 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period of the Services shall begin on the use start date and end on the last day of the month in which one (1) year has elapsed since the use start date.

Article 5 (Termination)

1. Even during the contract period, after the minimum use period has elapsed, the User may, by notifying the Company within a period from the 1st day to the 20th day of every month, terminate the Use Contract effective as of the last day of the month following the month in which the User gave the notice, or, by notifying the Company within a period from the 21st day to the last day of every month, effective as of the last day of the month two (2) months following the month in which the User gave the notice; provided, however, that if the User has already paid all or part of the fees for the period from the month following the month to which the termination date belongs, the termination shall become effective on the last day of the period for which the User has already paid the Usage Fees.

Article 6 (Entrance)

1. The User may not, with respect to the use of the Services, enter the Company's data center and may not cause a third party to enter the Company's data center except in the case set forth in the following paragraph.
2. If necessary, the User may, by obtaining a prior approval of the Company, cause the Line Provider to enter the Company's data center in the presence of the Company. In this case, the User shall cause the Line Provider to observe the management rules which the Company sets forth, and all acts (including omissions) conducted by the Line Provider shall be deemed to be the acts conducted by the User, regardless of involvement of the User, and the User agrees to assume all civil liabilities and obligations (including those which the Line Provider owes to the Company and a third party) to the Company and a third party with respect to the acts of the Line Provider.

Article 7 (Measures at the Time of Termination of Use Contract)

1. The User shall cause the Line Provider to remove the User Equipment by the method prescribed by the Company no later than the day on which the Use Contract terminates.

2. If the User violates the preceding paragraph, it agrees that the Company or the Line Provider will remove the User Equipment after disconnecting the User Line. Even if the User incurs damage due to the relevant disconnection and removal, the User shall not make any objection or claim against the Company or the Line Provider.
3. If the Company incurs expenses due to the disconnection or removal in the preceding paragraph (including not only direct expenses relating to disconnection and removal, but also expenses relating to coordination, etc. with the Line Provider and any other expenses), the User shall bear the expenses.

Article 8 (Responsibility of the Company and the User)

1. The Company shall, regarding the Services, take responsibility only for the events which occur in the network and equipment of the Company's side starting from the line connection base on the Company's local area network side in the ONU and shall not take any responsibility for any events which occur on the wide area network starting from the line connection base on the Company's local area network side in the ONU.
2. The User shall, on its own responsibility and at its own expense, maintain and manage the User Equipment, and if the Company or a third party incurs damage relating to the events which occur on the wide area network side starting from the line connection base on the Company's local area network side in the ONU or acts (including omissions) of the User, the Line Provider or a third party who is entrusted by the User, then the User shall assume liability for compensation for the damage.
3. If the User may not use the "SAKURA Dedicated Server" or "SAKURA Cloud" due to the Services, the quality assurance pursuant to the provisions in the SAKURA Dedicated Server Terms and Conditions or the SAKURA Cloud Terms and Conditions shall not apply.

Chapter 2 Optional Service Provisions

Section 1 Rental Router Option (the "Optional Service" in this Section)

Article 9 (Contents of Service)

1. The Optional Service is the service which the Company provides to the User by renting a router.

Article 10 (Use of Router)

1. The User shall, regarding the provided router (the "Provided Router"), set up, manage, operate and manage connection accounts and passwords on its own responsibility and at its own expense.

[English Translation]

2. If the User confirms a breakdown of the Provided Router or a state where it does not work properly, the Company shall repair or replace the Provided Router based on the User's request. Although the setting and other information recorded in the Provided Router may be initialized due to the repair or replacement, the User shall agree to this in advance and set up the Provided Router again on its own responsibility.
3. The User shall bear the expenses required for the repair or replacement in the preceding paragraph; provided, however that if the Provided Router breaks down or becomes a state where it does not work properly due to reasons not attributable to the User, the Company shall bear the expenses.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions were established on October 14, 2021 and shall apply on and after the same date.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated October 14, 2021 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.]