

Domain Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These Domain Service Terms and Conditions (these “Terms and Conditions”) is the Basic Service Terms and Conditions applicable to the Basic Service, “SAKURA’s Domain Acquisition Service” (the “Service”) that SAKURA internet Inc. (the “Company”) provides.
2. The user of the Service (the “User”) shall observe the Basic Terms and Conditions which the Company sets forth and these Terms and Conditions. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Service.

Article 2 (Definition of Words)

1. “ICANN” shall refer to “The Internet Corporation for Assigned Names and Numbers,” an organization which implements standardization and allocation of address resources such as IP addresses, domain names, port numbers which are used on the internet.
2. “Registry” shall refer to an organization described on the Service Site among organizations which manage databases of domain names for specific domains by receiving ICANN’S certification.
3. “Registrar” shall refer to an organization described on the Service Site among organizations which receive applications for registrations of domain names from persons who wish to register domain names for specific domains and register the domain names in databases by receiving ICANN’s certification.
4. “Upper-Level Organizations” shall mean the collective term of ICANN, Registry and Registrar.
5. “Upper-Level Terms of Use, etc.” shall refer to the latest policies, strategies, rules, procedures, conditions and other arrangements regarding domain names that each of the Upper-Level Organizations set forth.
6. “Whois Database” shall refer to the database of each registrant which is made public on the Internet pursuant to the Upper-Level Terms of Use, etc. of ICANN.

Article 3 (Contents of Services)

1. The Service is the service in which the Company, on behalf of a person who wishes a new registration (the “Person Wishing Registration”) or the User, conducts a new registration to a database of a domain name, a change of registered matters, an application or notification of a renewal of a registration, etc., or procedures of a transfer of a domain name (collectively, the “Application for Registration, etc.”) to the Registry or the Registrar.
2. The domain name covered by the Service shall be set forth in each of the following items.
 - (1) .jp domain

- (2) .com .net .org .info .biz and other top-level domains which are handled on the Service Site.
3. The .jp domain set forth in Item 1 of the preceding paragraph shall refer to a domain name in each of the following items.
 - (1) “General-Use JP Domain Name” which is referred to in Article 3 of “Rules on General-Use JP Domain Name Registration, etc.” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “汎用 JP ドメイン名登録等に関する規則.”] that Japan Registry Services Co., Ltd. (the “JPRS”) sets forth
 - (2) “Organizational Type and Geographic Type JP Domain Name” which is referred to in Article 3 of “Rules on Organizational Type (by Kind of Organization) and Geographic Type JP Domain Name Registration, etc.” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “属性型（組織種別型）・地域型 JP ドメイン名登録等に関する規則.”] that JPRS sets forth
 - (3) “Prefecture Type JP Domain Name” which is referred to in Article 3 of “Rules on Prefecture Type JP Domain Name Registration, etc.” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “都道府県型 JP ドメイン名登録等に関する規則.”] that JPRS sets forth
4. Notwithstanding Paragraph 1, in the Service, the Company shall not conduct a new registration of “Geographic Type JP Domain Name” (meaning the one set forth in Article 2.2 of “Detailed Technical Rules on Organizational Type (by Kind of Organization) and Geographic Type JP Domain Name Registration, etc.” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “属性型（組織種別型）・地域型 JP ドメイン名登録等に関する技術細則.”] that JPRS sets forth) and “Prefecture Type JP Domain Name.”

Article 4 (Upper-Level Terms of Use, etc.)

1. The Upper-Level Terms of Use, etc., in addition to the Basic Terms and Conditions and these Terms and Conditions, shall apply to the Use Contract and govern the content of the Use Contract. If there are any provisions which are conflicting or inconsistent between the Basic Terms and Conditions and these Terms and Conditions, and the Upper-Level Terms of Use, etc., the provisions of the Upper-Level Terms of Use, etc. shall prevail.

Article 5 (Dispute Resolution Policy)

1. The User shall resolve a dispute concerning a domain name at its own expense and on its own responsibility in accordance with the Dispute Resolution Policy set forth in each of the following items, and the Company shall not assume any liabilities unless each Dispute Resolution Policy sets forth otherwise.
 - (1) In the case of the .jp domain name set forth in Article 3, Paragraph 2, Item1, “JP Domain

Name Dispute Resolution Policy” that Japan Network Information Center sets forth

- (2) In the case of the domain name set forth in Article 3, Paragraph 2, Item 2, “Uniform Domain-Name Dispute-Resolution Policy” (the “UDRP”) that ICANN sets forth and if there is another Dispute Resolution Policy separately applicable, such Dispute Resolution Policy (to be set forth on the Service Site).

Article 6 (Procedures of Proxy Registration Applications, etc.)

1. The Person Wishing Registration shall apply to the Company for a proxy application for a new registration of a domain name by submitting or transmitting to the Company the application form prescribed by the Company or the application screen on the Service Site (collectively, the “Application Form”) after having filled in necessary matters on the Application Form. At the time of the application, the Person Wishing Registration shall select a domain name on its own responsibility. The Person Wishing Registration may not change the domain name that it has selected for whatever reason after having paid the usage fee to the Company.
2. The User shall apply to the Company for the proxy Application for Registration, etc. other than a new registration by submitting or transmitting the Application Form to the Company after having filled in necessary matters on the Application Form.
3. After having confirmed that the usage fee has been paid by the Person Wishing Registration or the User, the Company shall start proxy application in each of the preceding paragraphs.

Article 7 (Refusal of Application)

1. The Company may not accept an application for the proxy Application for Registration, etc. in the preceding article, not only if the application falls under an event of refusal of an application in the Basic Terms and Conditions, but also if the Company determines that the application is inappropriate in light of the Upper-Level Terms of Use, etc. and if the application does not match a qualification, the number, and other conditions for registrations with which each domain is registrable as set forth on the Service Site.

Article 8 (Refusal of Registration)

1. If the Upper-Level Organizations refuse the Application for Registration, etc. which the Company has conducted as proxy, the registration, etc. according to the Application for Registration, etc. is not made. In this case, the Company shall refund to the User the amount of the usage fee that the Company has received after deducting the charge for the proxy Application for Registration, etc., and the Company shall not assume any liabilities except for the refund of the amount.

Article 9 (Disclosure and Use of Registered Information)

1. The User shall agree that the information which the User has filled in on the Application Form will be officially used for registrations, etc. to the Whois database, and that the User shall follow requests which the Upper-Level Organizations make pursuant to the Upper-Level Terms of Use, etc. that the Upper-Level Organizations have established for the use.
2. In registrations, etc. of information of the User to the Whois database set forth in the preceding paragraph, the User may request the Company to register part of the information by using the information that the Company holds in a manner that the Company prescribes.

Article 10 (Usage Fees)

1. The Person Wishing Registration and the User shall pay the usage fees to the Company by the deadline that the Company sets forth.
2. With respect to renewal of the domain name that the User uses set forth in Article 14, Paragraph 2, the renewal expenses shall arise. The User who wishes the renewal of the domain name shall pay the usage fee that the Company sets forth to the Company no later than the date that the Company separately designates from either the last day of the previous month of the month in which the registration period set forth in the Article 14, Paragraph 1 expires or the last day of the month before the previous month.
3. The User who wishes to change the registered information of the domain name shall pay the usage fee that the Company set forth to the Company by the date that the Company separately designates from either the last day of the following month of the month to which the day when the Company received the application for the works for change belongs or the last day of the month after the following month.
4. In the Service, the usage fee shall not be settled on pro-rata basis.

Article 11 (Provision of Necessary Information)

1. The Person Wishing Registration and the User shall provide the Company with correct information and keep all the information with which they have provided the Company correct and updated.
2. The Company may request the Person Wishing Registration or the User information, other than the information with which the Person Whishing Registration or the User has provided the Company, which is necessary to provide the Service, and the Person Wishing Registration or the User shall respond to this.

Article 12 (Assignment of Registered Domain Name)

1. The User may assign its domain name to a third party by going through procedures that the Company prescribes if all the matters listed in each item below are satisfied.

[English Translation]

- (1) the third party agrees in writing to observe the Basic Terms and Conditions, these Terms and Conditions and the Upper-Level Terms of Use, etc.
- (2) the third Party satisfies the conditions for assignment of the domain name in the Basic Terms and Conditions, these Terms and Conditions and the Upper-Level Terms of Use, etc.
- (3) the Company determines that the application procedures of assignment of the domain name are appropriate

Article 13 (Limitation of Registration and Use)

1. The Upper-Level Organizations and the Company have a right to cancel, transfer, change or delete the registration of User's domain name if it falls under any of each item below.
 - (1) If the User violates the Upper-Level Terms of Use, etc., the Basic Terms and Conditions or these Terms and Conditions.
 - (2) If it is requested or permitted by going through the legitimate procedures based on the Upper-Level Terms of Use, etc.
 - (3) If it is based on the laws and registrations of each country relating to cancellation, transfer, change or deletion of the registration of domain names
 - (4) If the Upper-Level Organizations determine it necessary for smooth operation of domain names
 - (5) If it is to be done for resolving a dispute concerning the domain name
2. If the Company determines that registration or use of the domain name may fall under any of each item of the preceding paragraph, the Company may cancel the procedures of the registration, etc. or suspend the use of the domain name for a certain period. During that period, the Company shall not assume an obligation to disclose the details of the process and result of review that the Company conducted to the User.
3. The User may not file an objection against the refusal of Application for Registration, etc., cancellation of the procedures of registration, etc., suspension of use of the domain name, cancellation, transfer, change or deletion of the registration of the domain name pursuant to each item of the Paragraph 1. The usage fee that the Company has received shall not be refunded if suspension of use of the domain name, cancellation, transfer, change or deletion of the registration of the domain name is made after completion of registration, etc. of the domain name by the Upper-Level Organizations.

Article 14 (Registration Period, Termination and Renewal)

1. The registration period of the domain name which has been registered by the Service (the "Registration Period") shall be the period which starts on the day on which the domain name is registered by the Upper-Level Organizations through the Company or the day on which a registrar is changed to the Company and the fact is recorded at the Company, and which the

[English Translation]

Person Wishing Registration or the User selects among the periods set forth on the Service Site.

2. If there is no application for termination from the User in the manner that the Company sets forth by the deadline that the Company prescribes, the Company shall renew the Registration Period of the domain name for the same period as the Registration Period that the User selects in the preceding paragraph; provided, however, that if the Company is unable to confirm the payment of the usage fee by the deadline set forth in Article 10, Paragraph 2, the Company shall take a procedure to delete the domain name registered by the Service.
3. The User may terminate the domain name as of the date described on the Service Site by notifying the Company of the termination by the date described on the Service Site. In this case, regardless of the time of notification, the usage fee that the Company has received shall not be refunded.

Article 15 (End of Services)

1. There is a case where the Company ceases provision of the Service in whole or in part due to dissolution of the Upper-Level Organizations or end of their business of registration of domain names, and in this case, the Company shall make an effort to notify the User of the end of provision of the service without delay; provided, however, that the Company shall not assume any liabilities for the end of provision of the service and the delay in notification in this case.
2. If the Service ends, the User shall take the procedures that the Company prescribes for continuation of the use of the domain name or deletion, etc. of registration on its own responsibility. The User shall agree in advance that if the User does not take the procedures which the Company prescribes, the registration of the domain name or information concerning the User may continue or these registrations may be deleted against User's intention.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Domain Service Terms and Conditions which applied on and after August 29, 2018, 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

[English Translation]

original Japanese Terms and Conditions as well.]