#### sakura.io Points Use Terms and Conditions

#### Article 1 (Purpose and Application)

- These sakura.io Points Use Terms and Conditions (these "Terms and Conditions") provide for conditions for use of "sakura.io Points" (the "Points") issued by the Company (as defined below) that may be used as a means of payment of the usage fees concerning "sakura.io" (the "Services") which SAKURA internet Inc. (the "Company") provides, which apply when the user of the Services (the "User") who agrees to the Basic Terms and Conditions and the "sakura.io Terms and Conditions" which the Company separately sets forth and has concluded the Use Contract concerning the Services with the Company uses the Points to pay the usage fees concerning the Services.
- 2. The User shall observe these Terms and Conditions, the Basic Terms and Conditions and the "sakura.io Terms and Conditions" when using the Points. The Basic Terms and Conditions and the "sakura.io Terms and Conditions" together with these Terms and Conditions shall apply to the use of the Points.
- 3. These Terms and Conditions shall, in the use of the Points, supersede the Basic Terms and Conditions and the "skaura.io Terms and Conditions."

## Article 2 (Definitions of Terms)

- 1. "sakura.io Points" (the Points) shall mean means of payment or its unit that may be used to pay communication fees necessary for using the Services.
- 2. "Account" shall mean the right for the User to log in to the control panel of the Services and shall be identified by the "Member ID."
- 3. "Control Panel of the Services" shall mean the control panel granted to the User for each Account concerning the Services.
- 4. "Paid Points" shall mean the points that the User purchases from the Company for a fee out of the Points.
- 5. "Free Points" shall mean the points that the Company grants to the User free of charge out of the Points.

#### Article 3 (Method of Use of the Points)

- 1. The Points may be used only for payment of communication fees out of the usage fees of the Services set forth in the "sakura. io Terms and Conditions."
- 2. The Points which the User holds shall be automatically consumed according to the number of message data communications (the "Number of Data Communications") between the module and skaura.io platform conducted based on the relevant User's settings in the

Services, the details of which shall be set forth on the Service Site in addition to this Article.

- Number of points consumed per the Number of Data Communications shall be set forth on the Service Site. The number of points consumed per the Number of Data Communications is subject to change due to changes in communication environment, communication costs and other reasons.
- 4. The Company shall calculate the Number of Data Communications for the current month at the end of each month for each User's Account and on the first day of the following month, deduct the Points corresponding to the relevant Number of Data Communication from the balance of the Points held by the User in the relevant Account (the "Balance of Points Held").

Article 4 (Optional Purchase and Grant of Paid Points)

- The User may purchase the required number of Points (the Paid Points) for a fee in accordance with the procedures in this Article (the "Optional Purchase" or "Optionally Purchase"). Number of the purchased points per purchase in the case of the Optional Purchase shall require satisfying all of the following conditions:
  - (1) it shall be equal to or more than the minimum number of purchase points (as set forth in Article 7, Paragraph 1; the same shall apply hereinafter);
  - (2) it shall be equal to or less than the number of points that may be purchased as set forth in Article 7, Paragraph 2; and
  - (3) it shall be the minimum number of purchase point unit.
- 2. If the User Optionally Purchases the Points, it shall pay to the Company the price for the Points by the method the User selected at the time of Optional Purchase out of the methods set forth in each of the following items no later than the payment deadline which the Company sets forth according to the relevant payment method. If the price of the Optionally Purchased Points becomes equal to or more than the amount prescribed by the Company, the User may pay by a payment method other than credit card payment at the request of the Company.
  - (1) Transfer

Cash transfer from a bank, post office, convenience store, etc. (transfer fees shall be borne by the User)

(2) Credit Card Payment

Payment by a credit card based on the contract between a credit card company approved by the Company and the User

3. In the case of payment by transfer or credit card payment, the User shall pay the price for the relevant Points to the Company no later than the last day of the month two (2) months

following the month of the Optional Purchase date.

4. With respect to the Points which the User Optionally Purchased, the User shall pay the price for the relevant Points in accordance with the preceding paragraph and the Points shall be granted on the day on which the Company confirms receipt of the relevant price. If the Company grants the Points based on the Optional Purchase, it shall notify the User of the grant of the Points and the effective period of the relevant granted Points by the method of displaying them on the control panel of the Services.

#### Article 5 (Purchase for Shortage and Grant of the Paid Points)

- 1. The User confirms that communication may be made exceeding the Number of Data Communications allowed by the Balance of Points Held. In that case, the User shall purchase the Points (the Paid Points) equal to or more than the number of points equivalent to communication fees according to the relevant Number of Data Communications (the "Excess Communication Fees") later and appropriate it to the Excess Communication Fees (the "Purchase for Shortage"). The Company shall calculate the number of purchase points in the case of the Purchase for Shortage to satisfy all of the following conditions.
  - (1) it shall be equal to or more than the minimum number of purchase points;
  - (2) it shall be the minimum number of purchase point unit; and
  - (3) it shall be the minimum number of points among the number of points which the Balance of Points Held becomes 0 point or more as a result of the Purchase for Shortage.
- 2. The Company shall calculate the Excess Communication Fees and the number of purchase points in the case of the Purchase for Shortage at the last day of each month in accordance with the preceding paragraph. The Company shall charge the User the price of the Points concerning the Purchase for Shortage which occurred in the current month no later than the 10th day of the following month together with the platform usage fees concerning the Services set forth in the "sakura.io Terms and Conditions." The User shall pay the amount to the Company according to the method for payment of the platform usage fees set forth in the "sakura.io Terms and Conditions" no later than the last day of the month to which the billing date belongs.
- 3. The Points purchased by the User for the shortage shall be granted on the last day of the month in which the Purchase for Shortage was required. If the Company grants the Points based on the Purchase for Shortage, it shall notify the User of the grant of the Points and the effective period of the relevant granted Points by the method of displaying them on the control panel of the Services.

## Article 6 (Grant of the Free Points)

1. Conditions and date of grant of the Free Points shall be set forth on the Service Site.

# Article 7 (Minimum Number of Purchase Points, etc.)

- 1. The minimum number of purchase points shall be 20,000 points and the amount of the price of the Points per minimum number of purchase points shall be 100 yen.
- 2. The maximum number of points that may be purchased in the case of the Optional Purchase shall be set forth on the Service Site. It is subject to change due to changes in the communication environment, communication costs and other reasons.

# Article 8 (Effective Period of the Points)

- Effective Period of the Paid Points shall begin on the date of grant and end on the last day of the month which is 24 months after the month to which the relevant date of grant belongs; provided, however, that the Paid Points which the Company has sold separately setting forth the effective period shall be subject to the relevant provision. The effective period of the Paid Points shall be displayed on the control panel of the Services.
- Effective Period of the Free Points shall be the period which the Company notifies to the User by the method of displaying it on the control panel of the Services at the time of grant of the Free Points.
- 3. The Points shall become null and void at the time of the effective period in accordance with the preceding two (2) paragraphs, and the Company shall not assume any liability to the User regarding the Points which became null and void.

# Article 9 (Prohibited Matters)

- 1. Under any circumstances, the User may not transfer or share the Points with a third party.
- 2. The User may not conduct acts which fall under each of the following items:
  - (1) acquiring the Points by unauthorized method, or using or attempting to use the Points knowing that they have been acquired by unauthorized method;
  - (2) violating the provisions of these Terms and Conditions, the Basic Terms and Conditions or the "sakura.io Terms and Conditions;" and
  - (3) in addition to each preceding item, acts that the Company determines inappropriate.
- 3. If the User breaches the provisions of the preceding two (2) paragraphs, the Company may invalidate the Points held by the User. In this case, the Company shall not correspond to any refund of the Points and shall not assume any liability for damage that the relevant User has incurred unless it is against laws and regulations.

Article 10 (Refund)

- 1. The Company shall not refund the Points or convert the Points into cash; provided, however, that if it falls under either of the following items, this shall not apply:
  - (1) if it falls under Article 14; or
  - (2) if it is necessary to refund the Points in accordance with laws and regulations, etc.

Article 11 (Display and Confirmation of the Balance of Points Held and Effective Period)

 The Company shall classify the Balance of Points Held and its effective period into the Paid Points and the Free Points and display them on the control panel of the Services, and the User may confirm this by logging into the control panel of the Services. The User shall agree that it may take time to update the information regarding the Points displayed on the control panel of the Services and that the accurate information at the time of display may not always be displayed.

Article 12 (Precautions in Use of the Points)

- 1. The Points may be managed and used per an Account unit, and even if it is the same User, the User may not use the Points concerning one Account to pay for communication fees concerning another Account.
- 2. When setting forth the maximum number of the Points which may be held per one (1) Account, it shall be set forth on the Service Site.
- 3. If the User deletes the Account or if the Company terminates the User's Use Contract pursuant to the provisions of the Basic Terms and Conditions or the "sakura.io Terms and Conditions," all Points held by the User in the relevant Account shall become null and void at the time of the deletion of the Account or the termination of the Use Contract. In this case, the Company shall not respond to any refund of the Points and shall not assume any liability for damage that the relevant User has incurred unless it is against laws and regulations.
- 4. If the Points of the User are illegally used by another person due to unauthorized access or other reasons, the Company shall not assume any liability for damage that the relevant User has incurred unless it is against laws and regulations.
- 5. The Company may temporarily suspend or suspend handling of the Points for reasons such as maintenance of the system concerning the Points. In this case, the Company shall not assume any liability for damage that the User has incurred due to the relevant measures unless it is against laws and regulations.

Article 13 (Amendment to Terms and Conditions)

1. If the Company amends these Terms and Conditions in accordance with the provisions for

amendment to terms and conditions in the Basic Terms and Conditions, the amended Terms and Conditions shall also apply to the Points which the User has already held at the time of

# Article 14 (Discontinuation of Handling)

- The Company may unavoidably discontinue the handling of the Points due to business reasons. In that case, the Company shall notify the User to that effect no later than one (1) month before discontinuation by sending e-mails or posting it on the Service Site, or by both sending e-mails and posting it on the Service Site, and the Company may select which method to use.
- 2. In the case of the preceding paragraph, the Company shall refund the Points by the method prescribed by the Company and shall notify the User of the relevant refund method or take measures to make public.

### Article 15 (Contact Information)

 Contact information regarding the Points shall be as follows: SAKURA internet Inc.
35F Tower A, Grand Front Osaka, 4-20 Ofuka-cho, Kita-ku, Osaka 530-0011 Contact Point: https://www.sakura.ad.jp/request\_form/service/iot/

### Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Terms and Conditions for Use of sakura.io Points which applied on and after May 7, 2018, and shall apply on and after May 12, 2020 pursuant to the provisions for amendment to 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 12, 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.]