

《Terms and Conditions for Rental Cell Phone》

◇Agreement for All Users

1. Application

- To apply for our rental service, the user must consent to the User Agreement written under both "Agreement for All Users" and "Agreement for Each Rental Plan."
- All information provided are used exclusively for this rental service.

2. Rental Term, Rental Service Charge, Return by Post

- Rental Term is the period from rental start to return dates. The first day of the rental is the day the user receive a Cell phone. The user has a duty to pay Daily, Outgoing, and the other necessary Charges during the Rental Term. On the return day, the rental cell phone, battery, cover, charger, holder, instructions, and bag (hereinafter "the rental phone") must be returned to our counter during the office hours. However, the user will be able to return holder, instructions, and bag by post in about one month without Extension Charge. In case we could not confirm the returning about one month later, the user must pay compensation charges or we will use another method for the payment.
- "The rental phone" can be returned early; however, the Daily Charge will not be refunded under any circumstances.
- If the Rental Term is extended without our permission, ¥210 will also be charged for each extended day. We may also stop the service depending on the circumstances
- If "the rental phone" is returned by post, the actual Return Date is the day that it arrives at our counter. If the Rental Term on the application form is extended, the Daily Charges for the extended day(s) must be paid as Extension Charge. The user also must pay for the postal charge and the customs at that time.

3. Using Our Service

- There are some locations and situations where the radio wave signals cannot be sent or received. Thus, there is a possibility that calls may be disconnected or cannot be made, even within the service areas. Under such conditions, we are not responsible for any damages incurred by the user or any other person.
- During the rental term, "the rental phone" is under the supervision of the user. If it is used by any third party, the user will be responsible for all of the charges resulting from such incident.
- If international calls are made differently from our instructions, we may require extra charge.
- The rental fees may be changed without any notification.

4. Returning your cell phone

- You will return a cell phone by mail with our original envelope.
- After the cell phone is returned safely, calling fee will be charged directly to your credit card with an invoice and a receipt.

5. Duty to Report

- If "the rental phone" is damaged, stolen, soaked in water, or lost in any way, the user has the duty to report to us immediately. The user will also be required to pay for compensation charges (Air's Solo, Air's Ensemble: ¥21000 for cell phone, ¥4200 for battery, ¥ 525 for cover, ¥ 3150 for charger, ¥3150 for holder, ¥525 for instructions, and ¥525 for bag) (M.N.P.: ¥73500 for cell phone, ¥4200 for battery, ¥525 for cover, ¥6300 for charger, ¥1050 for adopter, ¥525 for instructions, and ¥525 for bag) and all of the other charges until the rental service is stopped. If the user has purchased the insurance option, 70% of the compensation charges will be covered.

6. Contract Cancellation

- If any of the following occurs, we have the right to cancel the contract without any notification. The user is responsible for any personal and legal damage due to the cancellation, and has the duty to return the rental phone immediately.
 - A) There is any falsification on the application.
 - B) The user's condition becomes unreliable.
 - C) The user violates our contract.

7. Jurisdiction of Trial

- If there is a lawsuit between the user and our company regarding the Use Agreement, the first trial will be held at the court which has the jurisdiction in the area of our head office. The trial will be held based on the Japanese law and its interpretation refers to the Japanese language.

◇Agreement for Each Rental Plan

Cell phone rental service

- The Rental Service Charge is comprised of the Daily and Outgoing and option Charges. The Outgoing charges will be calculated according to 30yen per 30 seconds.
- The Daily Charge must be paid on the 1st day of the rental by credit card.
- Calling fee or Daily charge for extended days will be charged directly to your credit card with an invoice.
- The deposit will be returned to the user after all payments are completed.
- If you make calls using a calling card, the user might be charged the Outgoing.
- No question on the calculation acceptable.