

Rental Agreement

This rental agreement (“Rental Agreement”) defines the terms and conditions of rental service of Pocket WiFi and its accessories including, but not limited to, mobile battery, AC Adapter and USB cord (“Rental Devices”) provided by TFN Corporation (“COMPANY”) with a brand, “Global Advanced Communications”, between COMPANY and the customer (“USER”) who submits the rental order (“Rental Order”) to COMPANY.

Rental Agreement shall be effective on the date (“Effective Date”) when USER submits a rental order and makes payment of the rental fee.

1. Acceptance of the terms and conditions

By checking the “Agree with Rental Terms and Conditions” checkbox on the order form of COMPANY’s web site and submitting a Rental Order, USER acknowledges having thoroughly read and understood the terms and conditions of the present Rental Agreement and fully agreeing with its wording.

2. Term

This Rental Agreement shall commence on the Effective Date and shall end on the date when Company receives Rental Devices in good condition.

3. Rental Period

3.1 Rental Start Date

The rental start date (“Rental Start Date”) shall commence from the date that USER specified in Rental Order. Rental Start Date shall be the first day of rental fee calculation.

3.2 Rental End Date

The rental end date (“Rental End Date”) shall be the last date of the rental period that USER specified in Rental Order.

4. Cancellation

Cancellation of Rental Order must be made five business days before the Rental Start Date.

In such cases, no cancellation fees are charged.

However, any cancellation after the designated date (five business days before the Rental Start Date) will be charged the delivery fee, 2,000JPY.

5. Ownership

Ownership and title to Rental Devices shall be retained at all times by COMPANY.

USER shall immediately give COMPANY the notice if Rental Devices are lost or damaged.

As a result of such event, USER shall compensate and hold harmless COMPANY against all losses and damages.

6. Use of Rental Devices

6.1 Right to Use

USER may retain the right to use the Rental Devices as an end user only in Japan.

Sale or rental of Rental Devices to a third party is strictly prohibited.

Rental Devices shall not be operated or used in violation of the law or for any unlawful act.

6.2 Good Care

USER shall be solely responsible for the good care and proper use of Rental Devices.

USER shall not use Rental Devices in a manner that is inconsistent with the manufacturer's specification and/or user's guide and troubleshooting guides provided by COMPANY.

6.3 Fair Use Policy of Pocket WiFi

There is a fair use policy to make sure that all mobile network users in Japan fairly receive a benefit from mobile network as public infrastructure.

Extreme usage of Pocket WiFi may result in limiting data transfer speed of your Pocket WiFi by mobile network carrier based on the fair use policy.

7. Fees

7.1 Rental fees

Rental fees shall be defined in Rental Plan page on Company's web site.

7.2 Premium Insurance fee shall be defined in Rental Plan page on Company's web site.

7.3 Delivery Fee

Delivery fee shall be defined in Delivery Return page on Company's web site.

7.4 Late Return Fee

2,000 JPY per day as late return fee shall be charged to User.

8. Charges

USER shall pay all fees required under this Rental Agreement.

By submitting a Rental Order to COMPANY, it shall be deemed that USER has granted authorization to COMPANY to charge an amount equal to all fees under the Rental Agreement to USER's credit card.

Moreover, USER shall pay other fees covered under the Rental Contract, to the fullest extent permitted by existing laws, including but not limited to:

- a) applicable taxes, as required;
- b) repair, damage or loss of Rental Devices, reduction or loss of usability of Rental Devices induced by damage or repair to them, and costs to implement such fees, including those covering claim and legal expenses.
- c) re-delivery fees in the event that replacement for Rental Devices are requested by USER after USER damaged, lost, or had stolen Rental Devices.
- d) any other expenses, including legal expense that resulted from the breach of this Rental Agreement.

COMPANY shall reserve the right without any exception to charge fees to USER's credit card for loss, damage or theft as compensation.

All payments agreed upon under the Rental Agreement are to be paid by USER.

If USER does not submit the payment by the specified date, USER shall be liable to pay 15% of the total cost as compensation on top of the original payment, in addition to:

- g) all fines, legal costs and other fees regarding Rental Devices assessed against COMPANY or the Rental Devices for the duration of the Rental Agreement, except for those when COMPANY is at fault.
- h) all costs COMPANY incurs when USER fails to return the Rental

Devices in finding and recovering Rental Devices

- i) all costs, including legal expenses, deriving from collecting unpaid fees, in case USER fails to response to requests demanding payment.

9. Delivery

COMPANY will deliver Rental Devices to the designated hotel, home address, a post office or a contracted counter at an airport defined as a delivery place on COMPANY's web site.

10. Return

Upon expiration of rental period, USER shall return all Rental Devices to COMPANY as described in COMPANY's web site in the same condition as USER received them.

USER shall put all Rental Devices in the carrying pouch, enclose the carrying pouch and the manual into the prepaid return envelope, seal it, and drop the return envelope in any mailbox in Japan.

In case COMPANY requests the return of Rental Devices, USER shall return the Rental Devices immediately.

If Rental Devices are not returned by the required date, USER shall be charged late return fee as a penalty for late return and COMPANY may take any required action to repossess the Rental Devices.

11. Loss, Damage or Theft

11.1 In the event that Rental Devices are lost or stolen, file an incident report at the nearest police station and afterward, submit the resulting documentation to COMPANY. Otherwise, Premium Insurance coverage may not be applicable.

11.2 In the event of damage, contact and return the Rental Devices to COMPANY immediately by using the provided prepaid return envelope. Otherwise, Premium Insurance coverage may not be applicable

11.3 Lost and Damage Fees

In the event that Rental Devices are lost, stolen or damaged, USER shall pay Lost and Damage Fees, listed in the table below, to COMPANY.

In case the Premium Insurance coverage is applicable, USER shall pay Lost and Damage Fees according to COMPANY's web site.

Device	Fee (JPY)
Pocket WiFi	20,000
Pocket WiFi back cover	1,000
Pocket WiFi built-in battery	3,000
Charger	1,000
Cable	500
Mobile Battery	1,500
Carrying Pouch	500

12. Termination

COMPANY shall retain the right to immediately terminate the present Rental Contract without advance notification and request the immediate retrieval of Rental Devices if USER:

- a) breaches the contract in any form;
- b) knowingly submits false or incorrect information.

13. Warranty

All Rental Devices are guaranteed to be shipped to USER in good working conditions. If the Rental Device malfunctions, USER shall notify COMPANY immediately. COMPANY will provide customer support to offer the best alternative solution.

14. Disclaimer

COMPANY assumes no responsibility for the unusable situation resulted by the communication company who owns the line (including the packet usage limit set by the communication company per Fair Use Policy).

15. Force Majeure

COMPANY shall not be held responsible for delay or suspension of service caused by occurrences beyond COMPANY's reasonable control, including, but not limited to natural disasters, war, terrorism acts, coup d'etat, riots, worker strikes, suspension of production, volcano eruptions, or labor, resources, or energy crisis.

16. Indemnification

USER agrees to indemnify, defend, and hold harmless COMPANY, our officers, employees, independent contractors and other customers against any and all claims, demands, losses, costs, or expense, including but not limited to reasonable attorney's fees, in any way connected with (a) a breach of this Rental Agreement; and (b) any dispute between USER and any third party service, which you engaged through our information.

17. No Waiver

Failure of COMPANY to enforce any rights under the present Rental Agreement shall not be considered as waiver of consequent breaches. Any waiver of any breach of any provision of the present Rental Agreement granted by COMPANY shall not be considered as waiver of any succeeding breach of such provision. Acceptance of payment by COMPANY with awareness of a default by USER shall not be considered a waiver of any breach.

18. Governing Law

This agreement will be governed in all respects by the law of Japan.

19. Jurisdiction

The parties hereby consent to and confer exclusive jurisdiction upon Tokyo District Court over any disputes arising out of or relating to this Agreement.

20. Miscellaneous

COMPANY may change the terms and conditions without the consent of USER. In this case, this Rental Agreement will be replaced by the modified version on COMPANY's web site.