

SUNBLAZE Phone Terms of Service

Thank you for using the SUNBLAZE Phone (hereinafter “the Service”) from Amegumi, inc. (hereinafter “Amegumi”). The following terms comprise the agreement governing the customer’s rental or purchase and use of Amegumi products and all accessories for those products. By reading these terms and clicking the “Agree” button, you agree to these terms of service. If you do not agree to these terms, you cannot use the Service.

Article 1 (Definitions)

1. The following terminology used in these terms of service shall have meanings as set forth below.
 - 1) “The Service” shall refer to all services including items 2, 3, and 11 below.
 - 2) “The Rental Service” shall refer to the “SUNBLAZE Phone rental service.”
 - 3) “The Purchase Service” shall refer to the “SUNBLAZE Phone purchase service.”
 - 4) “The Agreement” shall refer to the agreement for use of the Service concluded between Amegumi and the customer.
 - 5) “Customer” shall refer to a person who agrees to these terms of service and makes use of the Service.
 - 6) “Intellectual Property Rights” shall refer to copyright, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire such rights and the right to apply for registration, etc. in regards to such rights).
 - 7) “Amegumi” shall refer to Amegumi, inc or Amegumi India Pvt Ltd.
 - 8) “Device” shall refer to the SUNBLAZE Phone device that Amegumi rents or sells to Customer.
 - 9) “Product” shall refer to the entirety of the Device, box, battery, earphones, AC adapter, manual, and various packaging.
 - 10) “Network Environment” shall refer to the network providing Internet, etc. such as Customer’s subscription line or Wi-Fi, etc. to which Customer connects the Device.
 - 11) “Application Services” shall refer to the provision of applications installed on the Device by Amegumi and applications provided on the “App Store” operated by Amegumi.

Article 2 (Application)

1. The purpose of these terms of service is to set forth the conditions under which the Service is provided and the rights and obligations of Amegumi and Customer related to use of the Service. These terms of service apply to all relationships between Customer and Amegumi related to use of the Service.
2. The explanation regarding use of the Service that Amegumi posts on its website (<https://www.sunblaze.jp/>) shall constitute part of these terms of service.
3. If the contents of these terms of service differ from explanations, etc. of the Service outside of these terms of service, these terms of service shall take precedence.
4. Regardless of the number of Devices rented or purchased by Customer, these terms of service shall apply to all Devices rented by Customer.

Article 3 (Explanation of the Service)

1. The Service rents out or purchase smartphones equipped with SUNBLAZE OS, developed using the open source Android OS.
2. The minimum use period for the Rental Service is six months.
3. Customer shall pay the amount set forth on the Amegumi website as a contract fee and usage fee for the minimum use period of Rental Service and a price of Purchase Service.

4. Note that the contract fee for the Rental Service set forth in the preceding paragraph will not be refunded under any circumstances, including cancellation within six months of the beginning of the rental period.
5. No telecommunication line contract is included in the Service. To use the Service, Customer shall set up a telecommunication line contract and acquire a SIM.
6. Amegumi shall provide security updates for the OS installed on the Device for a period of three years for no additional fee.

Article 4 (Changes to these terms of service, etc.)

1. Amegumi may make changes to these terms of service if it deems it necessary.
2. If making changes to the Agreement, Amegumi shall make the date when the changes take effect and the content of the changes known or notify Customers by posting on its website and through other appropriate means. In the case of changes for which Customer agreement is required by law, however, Amegumi shall obtain Customer agreement by a method it specifies.

Article 5 (Communication/notification)

1. Inquiries and other communication or notifications from Customer to Amegumi regarding the Service, as well as notifications regarding changes to these terms of service and other communication or notifications from Amegumi to Customer, shall take place via a method specified by Amegumi.
2. If Amegumi contacts or notifies Customer using the email address or other contact information provided during registration, Customer shall be deemed to have received the communication or notification.

Article 6 (Registration)

1. A person who desires to use the Service (hereinafter "Prospective Registrant") may apply to Amegumi to register to use the Service by agreeing to comply with these terms of service and providing certain information specified by Amegumi (hereinafter "Registered Items") to Amegumi via a method specified by Amegumi.
2. Amegumi shall approve or reject registration in accordance with its standards for a Prospective Registrant who applies to register based on Paragraph 1 (hereinafter "Applicant"). If Amegumi accepts the registration, it shall notify Applicant of such acceptance. Notification as set forth in this paragraph shall complete the registration.
3. Upon completion of registration as set forth in the preceding paragraph, the agreement between Customer and Amegumi is formed and Customer may use the Service in accordance with these terms of service.
4. In the event that one or more of the following items becomes applicable to Applicant, Amegumi may reject Applicant's registration or re-registration and will have no obligation to disclose the reason for rejection.
 - 1) Registered Items provided to Amegumi are false, erroneous, or incomplete either in whole or in part.
 - 2) Applicant is a minor, an adult ward, or a person under curatorship or limited guardianship, and has not received consent, etc. from the legal representative, guardian, curator, or limited guardian.
 - 3) Amegumi determines that Applicant is an Antisocial Force, Etc. (hereinafter referring to an organized crime group or member thereof, a right-wing organization, an antisocial force, or another equivalent person), is involved in the maintenance, operation, or management of an Antisocial Force, Etc. through the provision of funds or other means, or otherwise interacts with or takes part in Antisocial Forces, Etc.
 - 4) Amegumi determines that Applicant is, or has involvement with, a person who has violated a contract with Amegumi in the past.

- 5) Applicant has been subject to measures set forth in Article 24 (Registration revocation).
- 6) Amegumi determines that registration is not appropriate for some other reason.

Article 7 (Changes to Registered Items)

1. In the event that there are changes to a Registered Item, Customer shall notify Amegumi of changed Registered Items without delay by a method specified by Amegumi.

Article 8 (Management of password and user ID)

1. Customer shall be responsible for appropriate management and storage of the password and user ID for the Service and shall not lend, transfer, assign, sell, etc. or allow a third party to use them.
2. Customer shall be responsible for damage resulting from insufficient management, misuse, use by a third party, etc. of a password or user ID.
3. The preceding two paragraphs shall also apply to the Amegumi ID and associated password obtained upon rental or purchase.

Article 9 (Fees and payment method)

1. As consideration for use of the Service, Customer shall pay to Amegumi by a method Amegumi specifies a usage fee as specified separately by Amegumi and displayed on its website.
2. In the event that Customer payment of usage fees is delayed, Customer shall pay to Amegumi a late payment penalty of 14.6% per annum.
3. Regarding Rental Service, Amegumi charges rental fees for a six-month period as a contract fee. This contract fee will not be refunded under any circumstances, including cancellation within six months.
4. The contract fee in the preceding paragraph is the manufacturing cost for one Device. As a result, in the event of support for malfunction, etc. Amegumi will claim compensation, etc. using said contract fee as a standard.

Article 10 (Transfer of ownership)

1. In the case of use of Purchase Service, ownership of the Product shall transfer from Amegumi to Customer upon receipt of Product by Customer.

Article 11 (Product liability)

1. In the event of damage to the life, body, or property of a third party caused by defects of the Product attributable to Amegumi, Amegumi shall compensate for such damage. Both parties shall decide upon the scope and amount of compensation based on mutual consultation.

Article 12 (Management of Devices)

1. Customer making use of the Rental Service shall maintain and manage the complete Product set with the duty of care of a good manager.
2. Amegumi assumes no responsibility for damage resulting from Customer's negligence.

Article 13 (Buying or selling Devices)

1. Customer making use of the Rental Service shall not engage in the buying or selling of Devices rented by Customer.
2. If it is discovered that Customer making use of the Rental Service bought or sold one or more Devices, Amegumi will claim compensation of an amount equivalent to the contract fee for each Device.

Article 14 (Support for initial defects or malfunction of Devices)

1. Upon arrival of Product, Customer shall promptly confirm operation of the Device, ascertain whether it can be used without problems, and contact Amegumi in the event that there are any problems.
2. In the event that any problem, such as a Device that is unusable at the beginning of the rental or purchase period, is found during the confirmation in the preceding paragraph, Customer may return it to Amegumi with shipping costs paid by Amegumi. Amegumi will send a different Device.
3. If Customer does not contact Amegumi upon the operation confirmation in Paragraph 1, Amegumi will deem the Device in question to be free of initial defects, etc. Any exchanges beyond that point will be performed after confirmation of the extent of malfunction/damage by Amegumi and in return for compensation based on the contract fee.

Article 15 (Loss of Devices of Rental Service due to theft, fire, etc.)

1. In case of use of Rental Service, in the event that one or more Devices are lost due to theft, fire, etc., Customer shall pay an amount equal to the contract fee for each Device lost.
2. In case of use of Rental Service, in the event that a Device is lost as a result of storm or flood damage, a natural disaster, or other unavoidable circumstances, Customer may submit a disaster victim certificate. No compensation will be due in this case.

Article 16 (Rental Service period extension)

1. If Customer making use of the Rental Service submits a request at least 30 days in advance of the return date, Customer may continue use with the same conditions.
2. When making the request in the preceding paragraph, Customer making use of the Rental Service shall pay to Amegumi a contract fee equal to the contract fee paid during registration.

Article 17 (Rules for return of Rental Service)

1. Customer making use of the Rental Service shall return the Product (including the Device and other accessories) except for the warranty card via prepaid shipping to an address specified by Amegumi.
2. In the event that Customer forgets part of the Product when returning it, Customer shall ship the accessory separately at Customer's expense.
3. For the aforementioned return, Customer shall make arrangements to have the Product arrive at Amegumi within ten days of the end of the rental period.
4. In the event that a Customer's SIM card, etc. is still in the Device or included with the Product upon return, Amegumi will return it to Customer at Customer's expense.

Article 18 (Late returns of Rental Service)

1. In the event that a Device does not arrive at the specified address ten days after the end of the rental period, Amegumi will calculate the number of days overdue beginning from the rental period end date. Customer shall pay a late fee for each day overdue as specified on the Amegumi website.

Article 19 (Customer support)

1. Amegumi shall provide customer support via e-mail using the form at the bottom of the following URL.
<https://www.sunblaze.jp/>

Article 20 (Service does not include construction of Network Environment)

1. The Service does not include services related to Customer's Network Environment.

2. Customer shall be responsible for entering into a contract for each Device's connection, SIM management, etc.

Article 21 (Prohibitions)

1. In using the Service, Customer shall not take any action that falls under any of the following items or is determined by Amegumi to fall under any of the following items.
 - 1) Transfer to a third party, pawning, or other disposal of the Device
 - 2) Disassembly, analysis, modification, change, etc. of the Device
 - 3) Damage, discarding, loss, etc. of the Device
 - 4) Significant defacement (application of stickers, cutting, coloring, etc.) of the Device
 - 5) Acts that fall under prohibitions listed in the Device user's manual
 - 6) Acts using the Device that violate the law or are related to criminal activity
 - 7) Acts using the Device that violate public order and decency
 - 8) Acts that infringe upon the Intellectual Property Rights, publicity rights, privacy rights, reputation, or other rights of another Customer of the Service or other third party
 - 9) Reverse engineering or other analysis of the software or other system provided by Amegumi
 - 10) Acts which may impede the operation of the Service
 - 11) Unauthorized access to Amegumi's network, systems, etc.
 - 12) Impersonation of a third party
 - 13) Use of an ID or password belonging to another Customer of the Service
 - 14) Collection of information pertaining to another Customer of the Service
 - 15) Acts causing disadvantage, damage, or discomfort to Amegumi, another Customer of the Service, or a third party
 - 16) Acts conflicting with explanations of use of the Service posted on the Amegumi website (<https://www.sunblaze.jp/>)
 - 17) Provision of benefit to Antisocial Forces, Etc.
 - 18) Acts that cause or facilitate the acts in the preceding items, either directly or indirectly
 - 19) Other acts that Amegumi determines to be inappropriate
2. In the event that Amegumi determines that an action falls under the preceding prohibitions, Amegumi will cancel Customer's registration and Customer shall immediately pay compensation of an amount equal to the contract fee as damages in accordance with Amegumi's claim.

Article 22 (Suspension, etc. of the Service)

1. In an event falling under any of the following items, Amegumi may suspend or interrupt provision of the Service in whole or in part without prior notice to Customer.
 - 1) Emergency inspection or maintenance of computer systems related to the Service
 - 2) Inability to operate the Service due to malfunction, operational error, excessive concentration of access, unauthorized access, hacking, etc. of computers or networks
 - 3) Inability to operate the Service due to unavoidable circumstances such as earthquake, lightning strike, fire, flood or storm damage, power outage, or natural disaster
 - 4) Other situation in which Amegumi determines that suspension or interruption is necessary

Article 23 (Ownership of rights)

1. All Intellectual Property Rights related to the Amegumi website and the Service are held by Amegumi or a licensor who has granted a license to Amegumi. License to use the Service in accordance with these terms of service is not a license to use the

Intellectual Property Rights of Amegumi or a licensor who has granted a license to Amegumi related to the Amegumi website or the Service.

Article 24 (Registration revocation, etc.)

1. In the event that Customer falls under any of the following items, Amegumi may temporarily suspend Customer's use of the Service or revoke Customer's registration without prior notification or warning.
 - 1) Customer is in violation of any article of these terms of service
 - 2) It is found that Customer provided a false statement in the Registered Items
 - 3) Customer has stopped payment, is insolvent, or has petitioned to begin proceedings for bankruptcy, civil rehabilitation, corporate rehabilitation, special liquidation, or a similar process
 - 4) There is no response for 30 or more days to an inquiry from Amegumi or other communication requesting a response
 - 5) Any of the items in Article 6 (Registration) Paragraph 4 become applicable
 - 6) Any of the items in Article 21 (Prohibitions) Paragraph 1 become applicable
 - 7) The Device is not returned after the rental period ends
 - 8) Compensation payment for loss, etc. is not made
 - 9) Payment for a late fee is not made
 - 10) Amegumi otherwise determines that continued use of the Service or continued registration as a Customer is not appropriate
2. If the event that Customer falls under any of the items in the preceding paragraph, Customer will automatically lose the benefit of term for all debts to Amegumi and shall immediately pay all debts to Amegumi.

Article 25 (Cancellation)

1. Customer may cancel the Service and remove registration as a Customer by completing a process specified by Amegumi.
2. In the event that Customer owes debts to Amegumi, Customer will automatically lose the benefit of term for all debts to Amegumi upon cancellation and shall immediately pay all debts to Amegumi.
3. Cancellation is possible within six months of the beginning of the rental period, but Amegumi will not refund the contract fee.
4. After cancellation, Customer information shall be handled in accordance with the terms of Article 30 (Handling of Personal information).
5. After cancellation, Customer shall return the Product in accordance with Article 17 (Rules for return of Rental Service).

Article 26 (Loss of the benefit of term)

1. In the event that Customer falls under any of the following items, Customer will automatically lose the benefit of term for all debts to Amegumi and shall immediately pay all debts to Amegumi.
 - 1) Customer is in violation of any article of these terms of service or an individual contract
 - 2) Customer has petitioned to begin proceedings for bankruptcy, civil rehabilitation, corporate rehabilitation, or special liquidation
 - 3) Seizure, provisional seizure, or temporary injunction has been executed upon Customer assets
 - 4) Customer is subject to disposition for failure to pay taxes or other public charges
 - 5) Customer becomes subject even once to non-payment procedures for an issued or accepted note or check
 - 6) Customer is subject to a suspension of business operations or cancellation of a business license or business registration by regulatory authorities

- 7) A resolution passes to reduce capital, transfer an important business, or abolish, change, or disband a business, except if done in the course of a merger
- 8) Amegumi recognizes a downturn in Customer's financial situation or recognizes the risk thereof

Article 27 (Changing or ending the Service)

1. Amegumi may change the content of the Service or end provision of the Service at its discretion.
2. In the event that Amegumi ends provision of the Service, Amegumi shall notify Customer in advance.

Article 28 (Disclaimer of warranty and indemnification)

1. Amegumi makes no warranty, express or implied, that the Service will meet Customer's specific purpose; that it has the expected functionality, product value, accuracy, or utility; that Customer's use of the Service conforms to applicable laws or internal rules of industry groups; that Service can be used continuously; or that it will be free of defects.
2. Amegumi shall not bear responsibility to compensate Customer for damage incurred in relation to the Service beyond the amount paid by Customer to Amegumi in the most recent six months. In addition, Amegumi shall not be liable for incidental, indirect, special, future, or lost profits damages.
3. Customer shall be responsible for resolving any transactions, communication, disputes, etc. with other Customers or third parties in connection with the Service or the Amegumi website.
4. Amegumi has no concern in the various networks or telecommunications services used by Customer and makes no warranty with respect to any and all problems caused by changes or abnormalities in the Network Environment.
5. Amegumi shall perform security updates to the OS on the Device for three years, but it makes no warranty that the Device will not be hacked or cracked.
6. Amegumi shall not be liable for damages caused by applications installed by Customer based on Customer's own decision, Customer access to dangerous sites, etc. In addition, Amegumi shall not be liable for incidental, indirect, special, future, or lost profits damages.

Article 29 (Confidentiality)

1. Customer shall maintain as secret any non-public information related to the Service that has been disclosed by Amegumi to Customer with a request to maintain it as secret, unless Amegumi has provided prior approval in writing.

Article 30 (Handling of Personal information)

1. Amegumi shall handle Customer's personal information in accordance with the separate Amegumi privacy policy (https://bcf96e5f-8bbd-46ba-869f-1cac5d2458bc.filesusr.com/ugd/9d0ad3_8d72a468c4324fd7bb0b4520ee3d2280.pdf). Customer agrees that Amegumi shall handle Customer's personal information in accordance with said privacy policy.
2. Amegumi may, at its discretion, use or disclose information, data, etc. provided to it by Customer in a non-personally identifiable form. Customer shall not object to said use or disclosure.
3. Customer making use of the Rental Service may manage information on Devices using corporate mobile device management systems known as MDM, MAM, MCM, etc. As these are not under Amegumi control, the person responsible for said management system shall be responsible for information management.

Article 31 (Transfer, etc. of contractual status under use agreement)

1. Customer cannot assign, transfer, pledge collateral, or otherwise dispose of Customer's contractual status under the use agreement or Customer's rights or obligations based on these terms of service without prior written agreement from Amegumi.
2. In the event that Amegumi transfers the business involving the Service to another company, upon transfer of the business Amegumi may transfer contractual status under the use agreement, rights and obligations based on these terms of service, and Customer's Registered Items and other customer information to the transferee of said business transfer. Customer hereby agrees in advance to said transfer. The business transfer described in this paragraph shall include not only standard business transfers but also company splits and all other cases of business transfer.

Article 32 (Severability)

1. In the event that an article or part of an article in these terms of service is held to be invalid or unenforceable due to the Consumer Contract Act or other law or regulation, the remaining provisions of these terms of service and the remainder of any provision held to be partially invalid or unenforceable shall continue in full force and effect.

Article 33 (Exclusion of antisocial forces)

1. In the event that the other party (including officers who administer business operations, company directors, executive officers, and any equivalent officers) is found to be an entity falling under any of the following items (hereafter "Antisocial Forces, Etc."), Amegumi or Customer may terminate the Agreement without any notice or warning.
 - 1) Organized crime group
 - 2) Member of an organized crime group
 - 3) Associate member of an organized crime group
 - 4) Company associated with an organized crime group
 - 5) Corporate racketeer, etc.
 - 6) Group engaging in criminal activities under the pretext of conducting social campaigns, etc.
 - 7) Group specializing in intellectual crimes
 - 8) Quasi-organized crime group or a member thereof
2. In the event that the other party (including officers who administer business operations, company directors, executive officers, and any equivalent officers) is found to have a relationship with Antisocial Forces, Etc. falling under any of the following items, Amegumi or Customer may terminate the Agreement without any notice or warning.
 - 1) Management is controlled by Antisocial Forces, Etc.
 - 2) Antisocial Forces, Etc. have substantial involvement in management
 - 3) Making use of Antisocial Forces, Etc. for illicit gain for itself or a third party, or to damage a third party
 - 4) Providing funds or assistance to Antisocial Forces, Etc.
 - 5) Another officer or person with substantial involvement in management has an objectionable relationship with Antisocial Forces, Etc.
3. In the event that the other party (including officers who administer business operations, company directors, executive officers, and any equivalent officers) is found to have taken action, either itself or using a third party, falling under any of the following items, Amegumi or Customer may terminate the Agreement without any notice or warning.
 - 1) Violent acts of demand
 - 2) Demands beyond the scope of legal responsibility
 - 3) Threatening behavior or use of violence in transactions
 - 4) Use of circulation of rumors, deception, or force to defame or obstruct the

business of the other party or a party related to the other party

5) Other actions equivalent to the preceding items

4. In the event that Amegumi or Customer terminates the Agreement based on the provisions of this article, the terminating party shall have no obligation to compensate for any damage to the other party. The other party shall compensate for any damage to the terminating party.

Article 34 (Governing law and court of jurisdiction)

1. These terms of service shall be governed by the laws of Japan.
2. Customer agrees that the Japanese version of these terms of service shall be applicable in questions regarding the interpretation of these terms of service.
3. In the event of any conflict between the Japanese and translated versions of these terms of service, the Japanese version shall control.
4. The district court having jurisdiction over the principal office of Amegumi shall be the agreed court of first instance with exclusive jurisdiction for any and all disputes arising from or related to these terms of service.

[Enacted May 22th, 2020]