

This document provides information about important matters you need to know before signing a contract under which you are to pay for a mobile phone or other product in installments (individual commodity installment sales contract).

Please keep your individual commodity installment sales contract application and this document.
(Once the contract is formed, this document will be treated as a document delivered under the Installment Sales Act)

1 Please understand that certain information will be provided to a credit bureau.

Personal information about you as a subscriber (including your payment status, etc.) will be provided to a credit bureau designated by the Ministry of Economy, Trade and Industry for inquiry and registration at the time of your application for an individual commodity installment sales contract and after you sign the contract.

2 Please be sure to avoid payment delays!

- ① Information about delinquent payments, if any, will remain on record at the designated credit bureau for five years from the completion of payment.
- ② Information registered with the designated credit bureau will be made available to other member companies of the bureau for the examination of applications.

Therefore, any record of delinquent payments could mean you might be denied access to other credit facilities (installment payment contract for a mobile phone, credit card contract, loan contract, etc.).

※ Please note that if you, the subscriber, are a minor and your parent, the registered payer, has any delinquent payments, that status will be attributed to you.

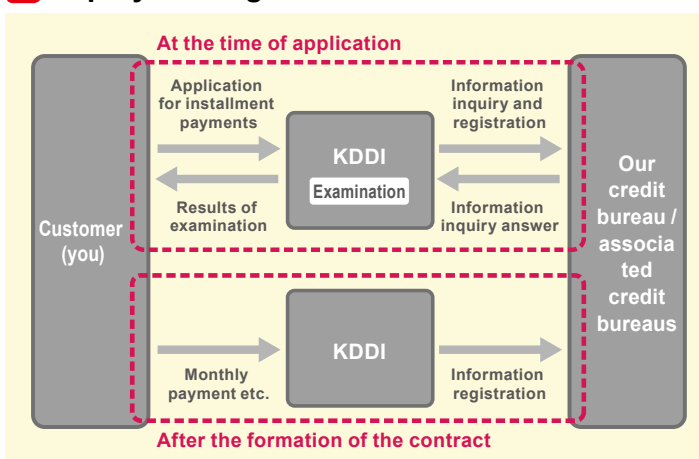
3 Please note that your payment obligation continues after contract cancellation!

The individual commodity installment sales contract is a separate contract from ones made with au communication services.

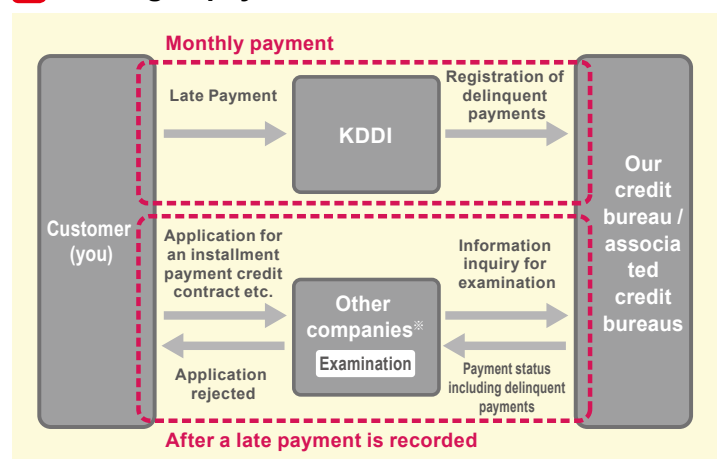
If you cancel your contract with au communication services, you are still required to pay your installments until the full amount is paid.

※ You can pay all unpaid installments in a lump sum to terminate your individual commodity installment sales contract.

1 Inquiry and registration of credit information



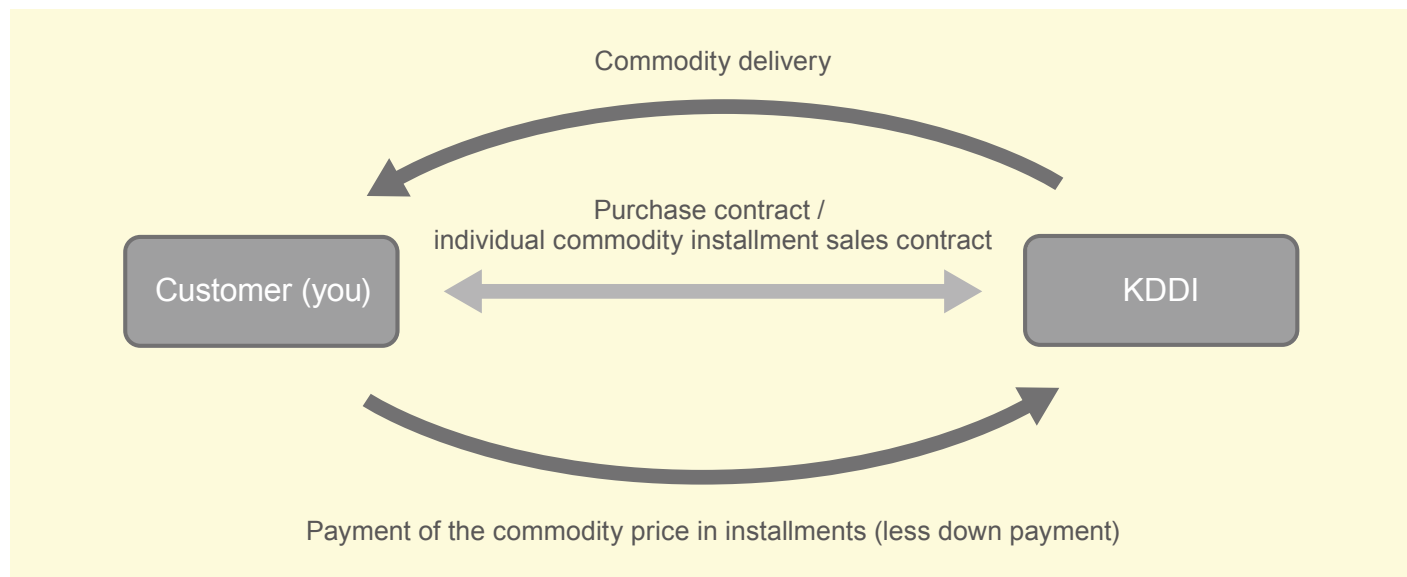
2 Sharing of payment information



※ Member companies of the credit bureau, such as credit card companies and financial institutions

[Individual commodity installment sales contract]

An individual commodity installment sales contract is a type of purchase contract under which you pay the price of a mobile phone etc. you have purchased, less down payment, to us in installments after the date of purchase.



- The installment will be billed together with your au communication service charges from the second month after your application for an individual commodity installment sales contract. The installment must be paid by the same method on the same date as the au communication service charges.
 - ※ The billing of the first installment may be delayed because of your au communication services usage conditions.
- If you wish to redeem your immediate P discount/usage points to fund your purchase of a mobile phone etc. under an individual commodity installment sales contract, you can use the points for the payment of the down payment and monthly installments. The use of the redeemed points for monthly installment payment will begin as of the first billed installment, and the remainder of the redeemed points, if any, will be carried over to payment of subsequent installments. The amount that may be credited by redemption will be limited to the amount claimed at the time of your application for the individual commodity installment sales contract. Once the contract is formed, the credited amount may not be changed under any circumstances. Please note that the claimed immediate P discount/usage points will be deducted in a lump sum when the individual commodity installment sales contract is formed.
- Passing on usage rights of an au communication service contract is conditional upon your having paid all the unpaid installments under the individual commodity installment sales contract in a lump sum. For clarification, if the au communication services are passed on to someone else, the individual commodity installment sales contract will be passed on to them, too.
 - ※ This is also true when it is passed on to a member of your family.

(Application of the Contract Terms)

- Article 1 The terms of an individual commodity installment sales contract (for designated shops) ("Terms"), which are specified by KDDI Corporation ("us") for the sales of mobile phones, their accessories, and other commodities (limited to those designated by us; hereinafter referred to as the "Commodities"), will be the basis of the contract for the installment sales of the Commodities ("Individual Commodity Installment Sales Contract") between the purchaser and us.
- 2 We may revise these Terms. In this case, the Individual Commodity Installment Sales Contract will be governed by the revised version of these Terms.

(Conditions for Applying for Individual Commodity Installment Sales Contracts)

- Article 2 An application for an Individual Commodity Installment Sales Contract may only be made for the purchasing of the Commodities from us by a person who already signed a contract for the types of services designated separately by us ("Designated Services") in accordance with the terms of the au (WIN) communication service contract or au (LTE) communication service contract (collectively "au Contract Terms") specified by us or Okinawa Cellular Telephone Company ("OCT").

(Method and Acceptance of Application)

- Article 3 When applying for an Individual Commodity Installment Sales Contract, the purchaser is required to submit a contract application containing the following information ("Application") to us.
- (1) The name of the purchaser of the Individual Commodity Installment Sales Contract
 - (2) The telephone number of the purchaser's subscriber line for the Designated Services (in the case of an application for an Individual Commodity Installment Sales Contract concerning the purchase of a mobile phone, this term refers to the subscriber line to which that mobile phone is primarily connected; such line is hereinafter referred to as the "Designated au Line")
 - (3) Any other matters designated in the Application
- 2 In the case referred to in the preceding paragraph, the purchaser is required to present documents that enable us to verify the information given in the Application. However, this requirement does not apply if we use any other verification methods that we specify separately.
- 3 We may refuse to accept an application for an Individual Commodity Installment Sales Contract if
- (1) the applicant has actually failed, or appears likely to fail, to pay any of the installments (this term refers to one of a series of payments for the Commodities; this definition also applies below);
 - (2) the acceptance of that particular application would result in the total number of Individual Commodity Installment Sales Contracts etc. concerning the applicant (this term refers to the Individual Commodity Installment Sales Contracts and Individual Credit Purchase Mediation Contracts between the applicant and us, and those between the applicant and OCT, as specified separately by us; this definition also applies below) exceeding the limit set by us;
 - (3) the applicant has actually failed, or appears likely to fail, to pay Designated Services charges or other debts;
 - (4) the acceptance of that particular application would be detrimental to the execution of our business; or
 - (5) we find it otherwise inappropriate to accept that particular application.

(When the Contract is Formed)

- Article 4 An Individual Commodity Installment Sales Contract will be formed at the time when the purchaser is notified of our acceptance of their application for the Individual Commodity Installment Sales Contract.

(Delivery of the Commodities and Transfer of Their Ownership)

- Article 5 The Commodities will be delivered from us to the purchaser on such date after the formation of the Individual Commodity Installment Sales Contract as is specified in the Application. Ownership of the Commodities will transfer from us to the purchaser when the actual delivery of the Commodities is completed.
- 2 Before ownership of the Commodities transfers, the purchaser may not offer them as security, or assign, or resell them.

(Method of Payment of the Installments)

- Article 6 The purchaser must pay the installments to us (or the person to whom our receivables are assigned pursuant to the provision of paragraph 1 of Article 15, if applicable) by the method specified in the Application on or before the due date specified in the Application ("Due Date").

(Continued Performance)

- Article 7 Notwithstanding the termination of the contract concerning the Designated au Line between the purchaser and us or OCT ("Us/We or OCT") or temporary non-use of the Designated Services concerning the Designated au Line that may take place for whatever reason at any time before the purchaser fully discharges all of their debts under the Individual Commodity Installment Sales Contract, the purchaser must continue to discharge all such debts by the payment method specified in the Application.
- 2 Even when the purchaser is temporarily off from the Designated Services concerning the Designated au Line, if the purchaser fails to pay their debts under the Individual Commodity Installment Sales Contract, We or OCT will be entitled to terminate the contract concerning such Designated au Line. The purchaser is required to express their acceptance of this to Us or OCT in advance.
- 3 If We or OCT intend to terminate the contract under the preceding paragraph, We or OCT will give advance notice to the relevant purchaser.

(Changes Concerning Reported Matters)

- Article 8 The purchaser must promptly notify us of any changes concerning their name, address, contact information, or other matters previously reported to us.
- 2 The purchaser is required to agree that if any notice or document package etc. from us (including the person to whom our receivables are assigned pursuant to the provision of paragraph 1 of Article 15, if applicable; this applies below in this paragraph) did not reach the purchaser in a timely manner or at all because of the purchaser's failure to give notification to us under the preceding paragraph, we will consider that such notice or package etc. did reach the purchaser when it should have under normal circumstances.

(Passing On the Contractual Status)

- Article 9 The purchaser may not pass on their status under the Individual Commodity Installment Sales Contract except as set forth in the following paragraph.
- 2 If the purchaser intends to request approval for passing on their right to use the Designated Services concerning the Designated au Line in accordance with the au Contract Terms, the purchaser must complete required procedures beforehand for paying in a lump sum the amount left after deducting the total amount of all installments already paid from the total amount payable set forth in the Application.
- 3 The provisions of the preceding two paragraphs will not apply if the purchaser's status under the Individual Commodity Installment Sales Contract is succeeded to as the result of an inheritance or business combination.

(Loss of Benefit of Time)

- Article 10 The purchaser will be necessarily deprived of the benefit of time with regard to their debts under the Individual Commodity Installment Sales Contract and must discharge such debts immediately if
- (1) the purchaser has delinquent payments with any installment as of the Due Date and fails to pay it within a reasonable amount of time of 20 days or more that is specified in a written reminder from us (or the person to whom our receivables are assigned pursuant to the provision of paragraph 1 of Article 15, if applicable);
 - (2) any of the bills or checks drawn by the purchaser are dishonored, or the purchaser temporarily suspends their payment of debts in general;
 - (3) a petition for attachment, provisional attachment, preservative attachment or provisional disposition is filed against the purchaser, or the purchaser is penalized for delinquent taxes or public charges;
 - (4) a petition for bankruptcy, civil rehabilitation, special liquidation, corporate reorganization, or other judicial insolvency procedures is filed against or by the purchaser; or
 - (5) the purchaser fails to pay any installment in the case where the Purchase Contract is a commercial transaction for the purchaser (except for individual contracts for business opportunity related sales).
- 2 The purchaser will be deprived of the benefit of time with regard to their debts under the Individual Commodity Installment Sales Contract upon demand from us (or the person to whom our receivables are assigned pursuant to the provision of paragraph 1 of Article 15, if applicable), and must discharge such debts immediately if
- (1) the purchaser is in material breach of any of its obligations under the Individual Commodity Installment Sales Contract; or
 - (2) the purchaser's credit standing worsens substantially.

(Delinquency Charge)

- Article 11 If the purchaser is delinquent with the payment of any installment, the purchaser must pay a delinquency charge computed by multiplying the amount of such installment by Statutory Interest Rate for Commercial Affairs, from and including the day following the Due Date through the date of payment. However, this will not apply if late payments are paid within 15 days from and including the day following the Due Date. For clarification, if the purchaser is deprived of the benefit of time, the provision of the following paragraph will apply after the date of such deprivation.
- 2 If the purchaser is deprived of the benefit of time, the purchaser must pay a delinquency charge computed by multiplying the amount left after deducting the total amount of all installments already paid from the total amount payable set forth in the Application, by Statutory Interest Rate for Commercial Affairs, from and including the date of deprivation through the date of full payment.

(Bearing of Handling Charges)

- Article 12 The purchaser must bear handling charges related to the payment of the installments. For clarification, the amount of such handling charges and the method for bearing them will be, in substance, the same as those for Designated Services charges payable by the purchaser.

(Termination of the Contract Because of Differences between Samples or Catalogs and Actual Commodities)

- Article 13 If any of the delivered Commodities turn out to be different from the sample, catalog, etc. on which the purchaser's application is based, the purchaser will be entitled to promptly make a Commodity replacement request to us by the method designated by us, or terminate the relevant Purchase Contract. In this case, if the purchaser terminates the Purchase Contract, the purchaser must promptly give notice of termination to us.

(Agreement on the Court of Competent Jurisdiction)

- Article 14 The purchaser is required to agree that if any dispute arises in connection with an Individual Commodity Installment Sales Contract, the district court having jurisdiction over the location of our head office will have exclusive jurisdiction in the first instance, regardless of the amount in controversy.

(Assignment of Installments Receivable)

- Article 15 We or OCT may assign our receivables from the purchaser under the Individual Commodity Installment Sales Contract to OCT or other third parties. In this case, the purchaser is required to agree in advance to the assignment of such receivables and the provision by Us or OCT of personal information concerning the purchaser to the assignee.
- 2 In the case referred to in the preceding paragraph, if the receivables are assigned to OCT, we will be entitled to proceed without giving individual notice to the purchaser or requesting their approval for the assignment.

(Exclusion of Anti-Social Forces)

- Article 16 The purchaser is required to warrant that they are not, and will not be, any of the persons or organizations set forth below.
- (1) An organized crime group
 - (2) A member of an organized crime group, or a person who ceased to be a member of an organized crime group within the past five years
 - (3) A quasi-member of an organized crime group
 - (4) An enterprise affiliated with an organized crime group
 - (5) A corporate extortionist or the like
 - (6) A group engaged in criminal activities under the pretext of conducting social campaigns
 - (7) A crime group specializing in intellectual crimes or the like
 - (8) A person who has a symbiotic relationship to any of the foregoing
 - (9) Any other type of person who is similar to any of those set forth above
- 2 The purchaser is required to warrant that they will not, whether in person or through a third party, commit any of the acts set forth below.
- (1) Resorting to violence when making a demand
 - (2) Making an undue demand beyond legal liability
 - (3) Resorting to intimidation or violence in connection with transactions
 - (4) Spreading rumors or using fraudulent means or force to damage our creditability or interfere with our business operations
 - (5) Any other similar acts
- 3 In the case where it is found that the purchaser falls under any of the items of paragraph 1 or has committed an act falling under any of the items of paragraph 2, or has made a false statement with regard to the warranty under the provision of paragraph 1 or 2, or the purchaser has refused to accept required investigations etc. or has made a false response in relation to these, if we consider it to be inappropriate to conclude or continue the Individual Commodity Installment Sales Contract, then we will be entitled to refuse continuation of the contract with the purchaser or terminate it without sending a reminder.
- If the Individual Commodity Installment Sales Contract is terminated, the purchaser will be deprived of the benefit of time with regard to their debts under the Individual Commodity Installment Sales Contract and must discharge such debts immediately.
- 4 The purchaser must assume liability for compensating us for any losses, damage, or costs we may incur as a result of the application of the provision of the preceding paragraph ("Damage etc."). If the purchaser incurs Damage etc. as a result of the application of the provision of the preceding paragraph, the purchaser agrees not to seek compensation for such Damage etc. from us.

(Collection, Retention, and Use of Personal Information)

Article 1 In connection with your transactions with us, including our Individual Credit Purchase Mediation and Other Credit Transaction Contract ("Contract"), you as a party to the Contract (including the Contract applicant; this definition also applies below) are required to agree that we will collect, retain, or use information set forth below ("Personal Information") for credit assessment and post-credit management purposes, subject to the implementation of protective measures for such information.

- (1) The name, birth date, address, telephone number, work location, work phone, driver's license number etc., income, debts, family structure, and other information given by you in the prescribed application form
 - (2) The Contract application and signing dates, commodity name, contract sum, number of installments
 - (3) The unpaid balance and the status of monthly payment after payment under the Contract begins
 - (4) Credit use and debt payment history records collected by us to investigate your ability to pay as required under the Contract or in the course of payment
- 2 You are required to agree that your Personal Information will be used for the purposes set forth below as well as those specified in the preceding paragraph.
- (1) Provision of information about current services, new services, and new menus
 - (2) Activities related to questionnaire surveys
 - (3) Activities related to commodities and campaigns for promotion and other purposes
 - (4) Activities related to the development of new services and the evaluation and improvement of service quality
- 3 You are required to agree that we and Okinawa Cellular Telephone Company will jointly use the Personal Information specified in the items of paragraph 1 for the same purposes as set forth in this Article, subject to the implementation of protective measures for the information.

(Inquiry and Registration with a Credit Bureau)

Article 2 You are required to agree that an inquiry will be made to our credit bureau (this term refers to a personal credit information institution of which we are a member (the term "personal credit information institution" refers to people engaged in the business of collecting information about individuals' ability to pay and providing such information to its members)) and its associated credit bureaus (this term refers to personal credit information institutions which partner with our credit bureau) regarding whether your Personal Information is registered with them, and if it is, we will receive it from the bureaus and use it in our investigation of your ability to pay and repay.

2 You are required to agree that your Personal Information and objective facts about your transactions under the Contract will be registered with our credit bureau for periods not exceeding those specified in the table below and will be used by the members of our credit bureau and its associated credit bureaus to investigate your ability to pay and repay.

Registered information	Period of registration
1 The fact that the Contract was applied for	Six months from the day we sent an inquiry to our credit bureau
2 Facts related to objective transactions under the Contract	During the term of the Contract and for up to five years after the termination of the Contract
3 The fact that you had delinquent payments, if any	During the term of the Contract and for five years from the termination of the Contract

- 3 Our credit bureau is Credit Information Center CORP. If we intend to become a member of another credit bureau during the term of the Contract in order for information registration and access, we must notify you and obtain your consent by a method to be specified by us separately.
- 4 Associated credit bureaus are the Personal Credit Information Center of Japanese Bankers Association, and Japan Credit Information Reference Center Corporation.
- 5 The types of information that will be registered with our credit bureau are as follows.
 - (1) Your name, birth date, address, telephone number, work location, work phone, driver's license number or other identification, and the like
 - (2) The type of contract, contract date, contract sum, loaned amount, commodity name and quantity/number of times/period, number of installments and other contract information, etc.
 - (3) The unpaid balance, unpaid balance payable in installments, scheduled annual billed amount, payment date, date of payment completion, delinquent payments and other payment status information, etc.
 - (4) The fact that a complaint etc. about the payment status information (including an alleged ground for payment suspension), if any, was received and is under investigation

(Disclosure, Correction, and Deletion of the Personal Information)

Article 3 You are entitled to request us and our credit bureau to disclose your Personal Information. In this case, your disclosure request must be made as follows.

- (1) If you want to request disclosure of the information, you are required to contact our Personal Data Disclosure Consultation Office for the disclosure of personal data. In this case, the help desk will give you instructions about what you need to do to request the disclosure (such as the contact point, reception method, required documents, and handling charges).
 - (2) If you want to request our credit bureau to disclose the information, you are required to contact it.
- 2 If it becomes clear that the Personal Information is not correct, we will correct or delete it promptly.

(If You Do Not Accept This Consent Clause)

Article 4 If you do not wish to give information required for the Contract (information you are required to give in the Contract application) or if you do not accept the whole or any part of this consent clause, we will refuse to conclude the Contract.

(Notification of Your Request for No Further Use or Provision)

Article 5 Even when we are using or providing the Personal Information to the extent you have agreed upon under paragraph 2 of Article 1, if you notify us of your request that direct mailing from us be stopped, we will take action to stop further direct mailings from us.

(Point of Contact for Inquiries about the Handling of the Personal Information)

Article 6 Requests for the disclosure, correction or deletion of the Personal Information, the discontinuation of direct mailing, and other matters must be made to a contact point to be separately specified by us.

(If the Contract is Not Formed)

Article 7 Even if the Contract is not successfully formed, the fact that the Contract application was made and the Personal Information concerning the applicant will be used for a certain prescribed period pursuant to Articles 1 and 2, regardless of the grounds for the failure.

(Revision of the Terms)

Article 8 We may revise these Rules. In this case, the Contract will be governed by the revised version of these Rules.

<Our credit bureau>

Credit Information Center CORP. (designated credit bureau under the Installment Sales Act)

Shinjuku First West Bldg. 15th Floor, 1-23-7, Nishi-Shinjuku, Shinjuku-ku, Tokyo, 160-8375 Japan
Tel: 0570-666-414 (toll line)

* This number is not reachable by some IP telephones.

URL: <https://www.cic.co.jp/>

※For detailed information about CIC membership requirements, the names of the member companies, etc., please see the company's website.

<Associated credit bureaus>

1) Personal Credit Information Center, Japanese Bankers Association

2-5-1, Marunouchi, Chiyoda-ku, Tokyo, 100-0005 Japan

Tel: 0120-540-558 (toll-free)

03-3214-5020 (toll line) * For mobile phones, PHS, etc.

URL: <https://www.zenginkyo.or.jp/paic/>

※For detailed information about center membership requirements, the names of the member companies, etc., please see the center's website.

2) Japan Credit Information Reference Center Corp.

Sumitomo Fudosan Ueno Building No. 5, 1-10-4, Kitaueno, Taito-ku, Tokyo, 110-0014 Japan

Tel: 0570-055-955 (toll line)

URL: <https://www.jicc.co.jp/>

※For detailed information about JICC membership requirements, the names of the member companies, etc., please see the company's website.

<Our help desk>

Inquiries about the disclosure, correction, deletion, and other handling of personal information

KDDI Corporation Personal Data Disclosure Consultation Office

KDDI Building, 2-3-2, Nishi-Shinjuku, Shinjuku-ku, Tokyo, 163-8509 Japan

Tel: 03-6670-6684 (toll line)

Open: 9:00 to 17:00 (except on Saturdays, Sundays, and holidays)

Inquiries about the discontinuation of direct mailing

KDDI Customer Service Center

KDDI Building, 2-3-2, Nishi-Shinjuku, Shinjuku-ku, Tokyo, 163-8509 Japan

Tel: 157 (no area code needed; toll-free) (for au mobile phones)

0077-7-111 (for other types of telephones; toll-free)

Open: 9:00 to 20:00

※On-site inquiries


Please note that we do not take on-site inquiries.

<Joint information user>

Okinawa Cellular Telephone Company

1-2-1, Matsuyama, Naha-shi, Okinawa, 900-8540, Japan

[Inquiries] KDDI Customer Service Center

[From an au mobile phone]	157 (no area code needed; toll-free)	[From other types of telephones]	 0077-7-111 (toll-free)
[Personal computer] [Smartphone] [Tablet] [4G LTE mobile phone]	au website landing page ▶ Support ▶ Inquiries ▶ Inquiries about smartphones and mobile phones		
[3G mobile phone]	EZ button ▶ Top menu or au Portal top ▶ My au ▶ Inquiries		



※The operators are available from 9:00 to 20:00. ※Most of the menus are available for 24 hours a day. (They may not be available due to maintenance reasons or during some time periods)

(受付店)

KDDI Corporation Website address
<https://www.au.com/>