

# Customer Portal Terms and Conditions

## Article 1: Application of Terms and Conditions

- 1.1 NTT Communications Corporation, a Japanese company with its principal place of business at 1-1-6 Uchisaiwai-cho Chiyoda-ku, Tokyo 100-8019 ("**Company**") establishes these Terms and Conditions for Customer Portal ("**CP Terms & Conditions**") for providing customer portal service ("**Portal Service**") to Portal Customer and Company shall enter into agreement with Portal Customer subject to the CP Terms & Conditions ("**Portal Agreement**").
- 1.2 The service specification of Portal Service is as set forth in specific service conditions documents. Company may amend the service specification of Portal Service without prior notice, provided that Company shall notify the amended service specification in the Portal Page in accordance with Article 3.

## Article 2: Changes to the CP Terms & Conditions

- 2.1 Company may amend the CP Terms & Conditions. In such case, the service conditions of the Portal Service shall be subject to the amended CP Terms & Conditions.
- 2.2 In case Company makes any amendment to the CP Terms & Conditions, Company shall publish the amended CP Terms & Conditions in accordance with Article 3.

## Article 3: Notification of the CP Terms & Conditions

Company shall notify the CP Terms & Conditions in the Portal Service website for Portal Customers ("**Portal Page**"). "**Portal Customer**" herein means the party who wishes to receive Portal Service under the Portal Agreement.

## Article 4: Application of Portal Service

- 4.1 In order to receive Portal Service, Portal Customer shall complete and submit the contract order form prescribed by Company, specifying the necessary items in order to provide the Portal Service ("**Service Order**").
- 4.2 In order to provide Portal Service, Portal Customer must have contract for the services provided by Company and/or the Affiliates ("**Affiliates**" are Company's affiliates as specified in Attachment 2) as specified in Attachment 1 ("**Relevant Services**") with Company and/or the Affiliates and receiving Relevant Services at the time the Portal Service is to be provided to Portal Customer.
- 4.3 Attachment 1 or Attachment 2 may be amended in accordance with Article 2.

## Article 5: Acceptance of Service Order

Company shall accept Service Orders in the order it is received, except in one or more of the

following cases where Company shall be entitled not to accept the same:

- (1) When Portal Customer is not same as the customer in contract with Company and/or the Affiliates for the use of the Relevant Services (“**Relevant Services Customer**”);
- (2) When the acceptance of Service Order application presents considerable technical obstacles;
- (3) When the applicant submits a Service Order containing false information;
- (4) When there is, in Company’s opinion, a risk that the applicant of the Portal Service may breach Article 20;
- (5) When Company is facing considerable operational obstacles for the provisioning of Portal Service.

#### **Article 6: Login ID**

6.1 Company shall notify Portal Service’s Users of the login ID and other necessary information to use the Portal Service (“**Login Information**”) and Portal Customer is entitled to manage any additions, changes and removes of Portal User under Portal Customer’s own responsibility.

6.2 Portal Customer shall maintain the Login Information under Portal Customer’s own responsibility. Company shall not be liable for any Portal Customer’s damages caused by leak of Login Information to a third party due to reasons not attributable to Company.

6.3 Portal Customer shall be responsible for any Company’s, the Affiliates’ or any third party’s damages caused by Portal Customer’s inadequate safekeeping of Login Information, misuse of Login Information or any other reasons due to Portal Customer.

6.4 In case the Login Information defined in Article 6.1 is forgotten or stolen, Portal Customer shall promptly notify Company thereof and, Portal Customer shall follow Company’s instructions if given.

#### **Article 7: Additions, Changes and Removals of Portal Users**

7.1 Portal Customer is entitled to manage any additions, changes and removals of Portal Users (“Portal User(s)” herein shall mean an individual, such as an employee or other personnel of Portal Customer or of any other third party, to whom Portal Customer has designated to use Portal Service) under Portal Customer’s own responsibility. Portal Customer acknowledges that by enabling Portal Users to access Portal Services, Portal Users are able to view the contents of Relevant Services provided to Portal Customer contained in the Portal Service and/or submit service orders or other transactions available in the Portal Service.

7.2 For the purpose of 7.1, at Portal Customer's own discretion and responsibility, Portal Customer shall give all necessary authorization to Portal Users to use Portal Services, including the authority to add, change and remove Portal Users, and shall take supervisory responsibility for the use of Portal Service by Portal Users.

7.3 Portal Customer shall obtain from Portal Users the consent to the Terms of Personal Information Protection regarding Customer Portal as specified in Attachment3 ("**Terms of Personal Information Protection**")before registering or adding Portal Users for Portal Service.

7.4 Portal Customer shall be responsible for any additions, changes and removals of Portal Users made by Portal Users. Company shall not be liable for any Portal Customer's damages caused by any additions, changes and removals of Portal User made by Portal Users.

7.5 Portal Customer shall be responsible for any Company's, the Affiliates' or any third party's damages caused by Portal User's misuse of Portal Service or any other reasons due to Portal Customer or Portal Users.

#### **Article8: Termination of Agreement by Customer**

If Portal Customer wishes to terminate the Agreement, Portal Customer shall notify Company in writing prior to such termination. Company will not be liable for any damages incurred by Portal Customer, including damages incurred by a third party, caused by the termination of the Agreement.

#### **Article9: Termination of Agreement by Company**

9.1 Company may terminate the Agreement if Portal Service is suspended subject to any event listed in Article 12.1 and Portal Customer fails to cure such events thereafter.

9.2 Notwithstanding Article 9.1, in case any of the events set out in Article 12.1 occurs, Company may terminate the Agreement without suspending the Portal Service if such event may place, in Company's opinion, an undue burden on Company's business operations.

9.3 Company may terminate the Agreement if all Relevant Services are terminated.

9.4 In case Company shall terminate the Portal Service subject to 8.1, 8.2 and 8.3, Company will notify Portal Customer thereof in advance.

#### **Article10: Other Service Conditions**

Other service conditions of the Portal Service are as set out and shown in the Portal Page.

#### **Article11: Suspension of Service**

11.1 In the event of any of the following, Company may suspend the use of all or a part of the Portal Service,

- (1) When performing maintenance of telecommunication facilities or when any work involving telecommunication facilities of Company is unavoidable.
- (2) When suspension is necessary due to Portal Customer including failure or maintenance of Portal Customer's application, hardware, data, etc.
- (3) When it becomes difficult to continue to provide Portal Service due to reasons caused by a third party.
- (4) When a force majeure event or any other emergency event occurs or may occur.
- (5) When the suspension of all or a part of Portal Service is necessary in order for Company to protect the Equipment of Company from acts of unauthorized computer access.
- (6) When Company judges that the suspension of all or a part of Portal Service is desirable based on objective and reasonable reasons.

11.2 In case Company shall suspend the usage of Portal Service subject to 10.1 above, Company shall notify Portal Customer in advance of such suspension in the way specified by Company except in case of emergency, where Company may suspend Portal Service without notice to Portal Customer.

#### **Article12: Suspension of Service due to Breach**

12.1 In the event of any of the following, Company may suspend all or a part of the Portal Service.

- (1) When the information that Portal Customer provided on Company's prescribed documents proved to be contrary to the facts.
- (2) When the information that Portal Customer provided for the change of Portal Customer's name or other changes proved to be contrary to the facts.
- (3) When Portal Customer breaches Article 20.
- (4) When Portal Customer commits any act that breaches the Agreement, which hinders or may hinder Company's business operations or Company's facilities related to Portal Service.

12.2 If Company is to suspend the usage of Portal Service subject to 12.1 above, Company shall notify Portal Customer of the reason, the date and the period of suspension, except in an emergency case where Company shall suspend without notice to Portal Customer. Company shall not be liable for any damages incurred by Portal Customer caused by

such suspension of Portal Service.

#### **Article13: Data Retention Period**

Company may delete the data provided in the Portal Service without Portal Customer's approval after the data retention period determined by Company.

#### **Article14: Non-Guarantee of the Data**

14.1 Company does not guarantee the integrity of the data provided in the Portal Service.

14.2 The viewable data provided by Company in the Portal Service shall be used for the purpose of analyzing the Portal Customer's usage of the Relevant Services and Company does not guarantee nor be liable for the data results.

14.3 In case of circuit or other network interruption, the unavailable period of the Relevant Service will be calculated based on the applicable terms and conditions of the Relevant Services regardless of the figures shown in the Portal Service. In case there is loss or lack of data in the Portal Service due to changes or outages in the circuit or network, Company does not guarantee the recovery of such data loss or unavailability.

#### **Article15: Charges**

Portal Service is provided with no charge.

#### **Article16: Compensation for Damages**

16.1 Company has the right to claim Portal Customer for any damages incurred by Company due to Portal Customer's willful misconduct or negligence.

16.2 Except in case of Company's willful misconduct or gross negligence, in no event shall Company be liable to Portal Customer for any damages not attributable to Company.

#### **Article17: Limitation of Liabilities**

17.1 Company shall not be liable for any damages incurred by Portal Customer or third party as a result of any act by Company for the provisioning of Portal Service in compliance with the Agreement.

17.2 Portal Customer shall indemnify and hold harmless Company from any damages incurred by Portal Customer or any third party attributable to Portal Customer's failure and from any and all claims arising from such damages.

#### **Article18: Force Majeure**

18.1 In case force majeure or any other event of emergency occurs or may occur, Company

will not be liable for any Portal Customer's or third party's damages caused by the measures taken by Company.

18.2 Company may terminate the Agreement if the telecommunication facility involving Portal Service is damaged or lost due to force majeure or any other event of emergency and Company judges the repair or the restoration is quite difficult or impossible to be made.

#### **Article19: Termination of Portal Service**

19.1 Notwithstanding termination subject to Article 9, Company may terminate all or a part of Portal Service. In such case, the Agreement relating to all or a part of the Portal Service shall be terminated.

19.2 Company shall not be liable for any damages incurred by Portal Customer or any third party as a consequence of the termination of all or a part of the Portal Service.

19.3 In case Company shall terminate all or a part of the Portal Service subject to Article 18.1, Company shall notify Portal Customer within reasonable period of time before such termination.

#### **Article20: Customer Obligations**

Portal Customer shall meet the following obligations;

- (1) Portal Customer shall utilize the Portal Service in the operating environment or in compliance with the system requirement that Company specifies. Company shall not be liable for any results attributable to events or incidents caused by the use of Portal Service under conditions not in compliance with the requirements that Company specifies.
- (2) Portal Customer shall not conduct any of the following acts in using the Portal Service.
  - Any act that infringes on or is likely to infringe on intellectual property rights (patent rights, utility models, copyrights, design rights, trademark rights, etc.) or other rights of others
  - Any act that transmits harmful computer programs, etc., or leaves such harmful computer programs in a status where others can access them
  - Any act that causes or is likely to cause obstruction to the use or operations of the Portal Service provided by NTT Communications or by others
  - Any other act deemed by Company as interfering with public order or morals or significantly infringing on the rights of others

#### **Article21: Use of Personal Data**

21.1 Any information provided to Company in relation to the provision of the Portal Service shall be handled according to the Terms of Personal Information Protection and

Company's Privacy Policy.

21.2 In case of any conflict between the terms of the Terms of Personal Information Protection and those of our Privacy Policy, the terms of the Terms of Personal Information Protection shall take precedence and apply.

**Article22: Intellectual Property**

Any of the copyright (including the right provided in Articles 27 and 28 of the copyright law of Japan) or the moral right of an author (meaning the rights provided in Articles 18 to 20 of the copyright law) on the work (including specification documents or operation manuals relating to the Portal Service or Relevant Services) provided by Company in the provision of the Portal Service and any of the intellectual property right of the know-how included in the work shall belong to Company or the party that Company specifies.

**Article23: Language**

This Agreement shall be executed in the English language, and only the English version shall be authentic, regardless of whether or not a translation has been or will be made or signed by either Party.

**Article24: Governing Law**

The provision of the Portal Service and this Agreement shall be governed by and construed in accordance with the laws of Japan without reference to the principles of conflict of laws.

**Article25: Jurisdiction**

Any and all disputes out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Attachment 1

Relevant Services provided by Company and/or the Affiliates

- Arcstar Universal One
- WideAngle Managed Security Services
- Enterprise DaaS
- Enterprise Cloud
- Arcstar SIP Trunking
- Arcstar UCaaS
- Cloudn
- Nexcenter
- Arcstar Smart PBX
- Arcstar Contact Center
- Arcstar IP Voice
- 050 plus for Biz / W-mode
- Enterprise Mail
- Global Management One
- NTT Communications API Gateway
- OCN for business
- ID Federation



## Attachment 2

NTT America, Inc.  
NTT do Brasil Telecomunicações Ltda.  
NTT Communications China Co., Ltd.  
NTT Com Asia Ltd.  
NTT Korea Co.,Ltd.  
NTT Taiwan Ltd.  
PT.NTT Indonesia  
NTT MSC Sdn. Bhd.  
NTT Singapore Pte. Ltd.  
NTT Communications (Thailand) Co., Ltd.  
NTT Communications (Vietnam) Ltd.  
NTT Australia Pty. Ltd.  
PLDT  
NTT Europe Ltd.  
NTT Communications Russia LLC  
NTT Com Security AG  
NTT Com Security (Germany) GmbH  
NTT Com Security (Germany) Services GmbH  
NTT Com Security (Austria) GmbH  
NTT Com Security (France) SAS  
NTT Com Security (Switzerland) AG  
NTT Com Security (UK) Ltd.  
NTT Com Security (US) Inc.  
NTT Com Security (Singapore) Pte, Ltd.  
NTT Com Security (Sweden) AB  
NTT Com Security (Norway) AS  
NTT Com Security (Finland) OY  
NTT Com Security (Netherlands) B.V.  
NTT Com Security (Hong Kong) Ltd  
NTT Com Security (Japan) KK  
NTT Com Security (Malaysia) SDN. BHD  
NTT Com Security (Australia) Pty. Ltd.

**Terms of Personal Information Protection**  
**regarding Customer Portal**

**Article 1.**      Definition

This Terms of Personal Information Protection regarding Customer Portal (“**Terms**”) stipulates the matters relating to the handling of user information regarding the customer portal (“**Portal Service**”) provided by NTT Communications Corporation (“**we**”, “**our**” or “**us**”).

**Article 2.**      Types of Personal Information to be Acquired and the Means of Acquisition

Through the customers that has executed a Portal Service contract with us (“**Party to Portal Contract**”) or through the Portal User who accesses to the portal site (defined below), we will acquire the email address, telephone number, and name (collectively, “**Personal Information**”) of each person who uses the Portal Service by logging into the portal site of the Portal Service (“**Portal User**”).

**Article 3.**      Use of Personal Information

- 3.1      We will share and jointly use the Personal Information within our company (including branches, business offices and others) and with our affiliates (collectively, “**Our Group**”) in order to enable the Portal User to log into the Portal Site and use the Portal Service in all of the countries and the areas where we provide the Portal Service (Japan, the United States, the United Kingdom, Singapore and other countries and areas where Our Group is located).
- 3.2      For the purpose of Article 3.1, we will transfer the Personal Information domestically or internationally to our affiliates and make them use such Personal Information.
- 3.3      There will be occasions where we will, for the purpose of information

processing or otherwise, subcontract the storage, management or processing of the Personal Information that we acquire to third parties. For outsourcing, we will only choose such subcontractors that have a personal information management standard which is of the same or the higher standard compared to the security control measurement standard that we set, and we will conduct adequate supervision and management.

Article 4. Disclosure or Provision of Personal Information

Our Group will not disclose or provide the Personal Information acquired from the Portal User to any third party other than to Our Group, without obtaining consent of such Portal User unless otherwise provided in the applicable laws, regulations and rules.

Article 5. Consent and Withdrawal

- 5.1 By using the Portal Service, the Portal User will be deemed to have confirmed this Terms and agreed to its provisions and to have given consent for the Personal Information of such Portal User to be acquired by us, transferred abroad and used jointly within Our Group in accordance with this Terms.
- 5.2 Prior to the provision of Personal Information of the Portal User to us, the Party to Portal Contract will ensure that the Portal User has given consent as stipulated under Article 5.1.
- 5.3 The Portal User may at any time withdraw the consent stipulated under Article 5.1 by ceasing the use of the Portal Site and deleting the user registration.

Article 6. Privacy Policy

In addition to this Terms, the Personal Information will be handled in accordance with our Privacy Policy ([www.ntt.com/privacy\\_e/](http://www.ntt.com/privacy_e/)). In case of any conflict between the terms of this Terms and those of our Privacy Policy, the terms of this Terms shall take precedence and apply.

Article 7. Revision

We may revise this Terms from time to time which will be announced on our website.