

TERMS AND CONDITIONS OF SERVICE

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HOSTING, DNR AND iCRAFT BUSINESS SOLUTIONS AGREEMENT

This Hosting and iCRAFT Business Solutions Agreement (“**Agreement**”) is between the party placing the order for the Services (as defined below) or on whose behalf such order is placed by its authorized representative (the “**Customer**”) and iCRAFT and governs the hosting, related internet connectivity and/or other services (including, without limitation, hosting (“**Hosting Services**”), domain name registration services (“**DNR Services**”), and iCRAFT Business Solutions (the “**Business Solutions**”)) (collectively, the “**Services**”) specified in the service order form completed by or on behalf of Customer in connection herewith (as the same may be amended and supplemented from time to time by the parties hereto, the “**Service Order**”), which Service Order is incorporated herein by this reference.

General Provisions

1. iCRAFT shall provide the Services as set forth herein and Customer shall pay the fees for the Services as specified on the Service Order. Payment is due for the initial term of the Services (as specified on the Service Order) when Customer places the order, and payment is due for each renewal term of the Services on the date specified in the applicable renewal notice from iCRAFT (each, the “**Due Date**”). Amounts unpaid after the applicable Due Date shall accrue interest at the lesser of 15% per year and the maximum lawful rate (“**Interest Rate**”). iCRAFT reserves the right to suspend or terminate Services to any account in payment default, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the fees for the Services.
2. This Agreement shall be effective as to the parties hereto upon Customer's acceptance of the terms hereof pursuant to the instructions set forth in on-line Services ordering

process (the "**Effective Date**") and shall continue to the Expiration Date (as defined below). Unless (i) earlier terminated in accordance with the terms hereof, (ii) otherwise renewed for a specific renewal term, (iii) other than with respect to Hosting Services, or DNR Services, Customer has given iCRAFT written notice of termination within 10 days following the date of iCRAFT's renewal notice regarding the Services or (iv) iCRAFT has given Customer written notice of termination, this Agreement shall renew and continue in effect for a renewal term equivalent in length to the term just ended (unless otherwise requested in writing by Customer) at iCRAFT's then-current price for such term length for the Services as set forth in the applicable renewal notice from iCRAFT. "**Expiration Date**" means the last day of the service term for which any Services are ordered (as per the applicable Service Order), with such service term being measured for purposes of this definition from the date iCRAFT first makes the Services available for use by the Customer ("**Commencement Date**"), as extended by any renewal term. Any cancellation for these products made after the renewal date will not result in any pro-rating or refund for these products. iCRAFT may use third-parties to provide products and services to our customers. A portion of related Services may be terminated or modified upon either the termination of the underlying agreement between iCRAFT and the vendor providing third-party provided services or if iCRAFT determines that the Services no longer meet iCRAFT's specifications or standards. iCRAFT may, at its sole discretion, replace these related Services with other Services that provide a comparable value.

3. As part of the Services (other than DNR Services, or Business Solutions), iCRAFT provides servers, the associated operating system, if applicable, and other applicable software, equipment used for Internet connectivity and required space in a iCRAFT data center (collectively, the "**Equipment**"). iCRAFT acts solely as a provider or "reseller" of the Equipment it uses to provide the Services, which have been manufactured or otherwise provided by a third party. iCRAFT will perform the initial configuration of the Equipment and such maintenance and support Services as are specified on the Service Order. iCRAFT will occasionally perform maintenance services which Customer acknowledges may require Equipment downtime, and in such event iCRAFT will attempt to provide prior notice of such downtime. Customer shall supply (and shall cause its third-party suppliers to provide) iCRAFT with such reasonable assistance as iCRAFT requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order, which may include, without limitation, the management, administration and support of Customer's software and

the software that is part of the Equipment once it is installed by iCRAFT. In addition, Customer acknowledges and agrees that while iCRAFT may perform certain backups as part of its internal operations with respect to the Services, such backups are not meant to be a complete disaster recovery solution for Customer and, as such, Customer is solely responsible for backup of its software and data residing on the Equipment.

4. iCRAFT shall have no obligation to provide support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required, by iCRAFT or (b) the function or malfunction of hardware or software not supplied by iCRAFT. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by iCRAFT and shall promptly implement any corrective procedures required by iCRAFT. iCRAFT exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.
5. In connection with the capitalized services, iCRAFT may provide certain limited customer information to its third-party providers.
6. Customer and those using the Services through Customer shall at all times comply with the then-current version of iCRAFT's Acceptable Use Policy specified at <http://www.takumi-internet.com>("AUP") , which is incorporated into and made a part of this Agreement. iCRAFT may amend the AUP from time to time, which amendments shall be effective upon their posting at such website. iCRAFT may take any of the preventative or corrective actions specified in the AUP, up to and including suspension of the Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. Customer acknowledges and agrees that iCRAFT will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy of which is available at <http://www.takumi-internet.com>.
7. Customer shall indemnify, defend and hold harmless iCRAFT and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses (collectively, "**Claims**") arising out of or relating to use by or through Customer of the Services in any way, including any breach of the AUP or these Terms and Conditions.

8. iCRAFT reserves the right to monitor Customer's bandwidth and/or disk usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage. iCRAFT further reserves the right to suspend access to Customer's account, website, script or other application in the event iCRAFT reasonably believes that such account, website, script or other application is the cause of interruptions in iCRAFT's ability to provide services to other customers, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. In the event of any such suspension, iCRAFT will notify Customer as soon as practicable so that Customer may take remedial action in order to regain access to its website, script or other application. Customer acknowledges and agrees that in an effort to control spam (i) iCRAFT may utilize certain technologies to block incoming and outgoing email which iCRAFT determines, in its sole discretion, may be spam, (ii) iCRAFT servers will not accept connections from unsecured systems (including, without limitation, open relays, open proxies, open routers or any other system that has been determined to be available for unauthorized use), (iii) iCRAFT may, in its sole discretion, reject connections from systems that use dynamically assigned or residential IP addresses, and (iv) iCRAFT may, in its sole discretion, reject connections from any IP address that does not have reverse DNS (a PTR record).

9. iCRAFT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. iCRAFT shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Either party may terminate this Agreement if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.

10. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT

LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any Claims relating to the Services are set forth in Section 12. In no event shall iCRAFT's and its affiliates' aggregate, collective liability for any Claims (including negligence or otherwise), exceed the amount paid by Customer for the Services during the 12-months preceding the date the Claim occurred or arose.

11. Any Internet Protocol addresses ("**IP Addresses**") assigned to Customer by iCRAFT in connection with the Services (i) shall be used only in connection with the Services and (ii) will require iCRAFT to disclose certain Customer contact information to the applicable registry for Internet numbers. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. iCRAFT may change the IP Addresses immediately when required by a change in services requested by Customer or in order to perform emergency maintenance or otherwise provide Services to Customer, without prior notice. For any other reason, iCRAFT may change the IP Addresses upon 30 days' written notice to Customer.
12. Customer acknowledges that all right, title and interest in any and all technology, including the software, that is part of or provided with the Services and any trademarks or service marks of iCRAFT or third parties utilized in connection with the Services (collectively, "**iCRAFT Intellectual Property**") are vested in iCRAFT and/or in iCRAFT's licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the iCRAFT Intellectual Property. Customer may not copy, modify or translate the iCRAFT Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the iCRAFT Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. iCRAFT may not use Customer's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of Customer, except that, unless otherwise specified on the Service Order iCRAFT may use Customer's name on a list of sample customers for marketing purposes.
13. This Agreement shall be binding upon and inure to the benefit of Customer, iCRAFT and iCRAFT's successors and assigns. Customer may not assign this Agreement

without the prior written consent of iCRAFT, which consent will not be unreasonably withheld or delayed.

14. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the Japan, without regard to conflicts or choice of laws. Any litigation regarding this agreement or any transaction between Customer and iCRAFT shall be brought in the courts located in the Japan and Customer hereby agrees and submits to such jurisdiction and venue as proper.
15. This Agreement may not be amended by Customer except upon the written consent of Customer and an officer of iCRAFT. Customer agrees that (i) this Agreement may be amended by iCRAFT from time to time and (ii) any such amendments will be binding and effective immediately upon iCRAFT's notification to Customer via (i) an email to Customer's current contact information in iCRAFT's records or (ii) via Customer's Control Panel for the Services, if applicable. The continued use of any Services shall constitute Customer's acceptance of any such amendments. IF CUSTOMER DOES NOT ACCEPT ANY SUCH AMENDMENTS, CUSTOMER'S SOLE REMEDY SHALL BE TO REQUEST THAT THE AFFECTED SERVICES BE DISCONTINUED, OR WITH REGARD TO DNR SERVICES, THAT THE DOMAIN NAME REGISTRATION BE CANCELLED OR TRANSFERRED TO A DIFFERENT DOMAIN NAME REGISTRAR. In order to request the discontinuance of affected Services, Customer must (i) send a cancellation request to iCRAFT through the means provided in Section 2 herein within 10 days of the date the email is sent by iCRAFT, and (ii) pay all accrued but unpaid fees for the Services rendered to the date of cancellation.
16. All notices from iCRAFT shall be deemed received by Customer when sent by iCRAFT to Customer's current email contact on record. Customer is solely responsible for ensuring that its contact information is kept up-to-date.
17. Customer consents to iCRAFT's activation of a default "Welcome Page" which may appear when an Internet user requests Customer's registered domain name or website. This Welcome Page welcomes the user to Customer's temporary home page and may link to iCRAFT websites, advertising and/or Internet search tools. The Welcome Page may appear unless and until Customer posts Customer's own content or changes the Welcome Page via the account's Control Panel.

18. This Agreement (including the Service Order(s) to which it relates) supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the Services set forth on the related Service Order(s). The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would be, by their nature or content, intended to survive the expiration or termination of this Agreement shall so survive. It is the explicit intention of the Parties that there are no third-party beneficiaries to this Agreement. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms. This Agreement may be modified by iCRAFT at any time.

Hosting Services Terms

- A. This Section contains additional terms and conditions that, together with the General Provisions of this Agreement, govern Customer's purchase and use of the Hosting Services, if any, that have been ordered by Customer on the applicable Service Order. Hosting Services include the following products and services:
- a. **HIKARI** Plan
 - b. **MIYABI** Plan
 - c. **KIWAMI** Plan
- B. Add-On Products and Features. Should Customer be eligible for and choose plans with Products and Features (“Hosting Add-Ons”) provided by a Third-Party Provider, Customer understands and agrees that the Hosting Add-Ons are governed by the General and Hosting Terms listed here. In addition, Customer agrees to be bound by the Third-Party Providers' Terms and Conditions, as may be updated from time to time.
- C. Representations and Warranties. Customer represents and warrants that (i) the manner in which the Hosting Services are directly or indirectly used shall not infringe the legal rights of any third party; (ii) all information provided in connection with any

Customer registration is and shall remain accurate; and (iii) that Customer's use of Hosting Services will at all times be consistent with all applicable laws.

- D. Fees and Payment. Customer agrees that Customer will pay all fees due according to the prices and terms applicable to the Services. Any failure to follow all required procedures shall be at Customer's sole risk.
- E. Cancellation; Reinstatement. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by iCRAFT) in connection with the payments of the Services, iCRAFT may suspend or terminate Customer's account immediately. iCRAFT will reinstate Customer's Hosting Services solely at iCRAFT's discretion, and subject to receiving iCRAFT's then-current reinstatement fee.
- F. Required Information. As part of the registration process, Customer will be required to provide certain information, including without limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("**Personal Information**"). Customer agrees to update this information promptly as needed to keep it current, complete and accurate, and to add such additional information as iCRAFT may reasonably require from time to time. Customer may access Customer's Personal Information to review, modify or update such information through the Customer's Control Panel. CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO iCRAFT OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY SERVICES SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING SUSPENSION OR TERMINATION OF SUCH SERVICES.
- G. Use of Personal Information. Customer agrees and acknowledges that iCRAFT will share Personal Information with third parties as applicable laws and/or policies may require or permit. Customer further agrees and acknowledges that iCRAFT be permitted (and in some cases may be required) to make the Personal Information directly available to third party vendors, for purposes of inspection, targeted marketing or other purposes as required or permitted by applicable laws and/or policies. iCRAFT agrees that it will not process data about any identified or identifiable natural person

that it obtains from Customer in a way incompatible with the purposes and other limitations described in this agreement, and will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

- H. **Third Party Information.** In the event that Customer provides information about a third party in the course of any registration, Customer hereby represents and warrants that Customer has (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein. If Customer is setting up services for someone else, Customer represents and warrants that Customer has the authority to bind that person as a principal to all terms and conditions herein. If Customer licenses or otherwise permits third parties to use the Customer's account, Customer will remain the responsible contracting party hereunder, and will be responsible for all obligations under this agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both Customer's own full contact information and accurate technical, administrative, and billing contact information adequate to facilitate timely resolution of any problems that arise in connection with the customer account.
- I. **Breach and Revocation.** iCRAFT reserves the right to suspend, cancel, transfer or modify any account immediately: (i) in the event Customer breaches any provision of this Agreement; or (ii) in response to an order from a court of competent jurisdiction, or arbitration award.
- J. **Bandwidth and Storage.** Customer agrees to purchase the level of Hosting Services commensurate with the needs of its usage requirements. Customer's usage of Hosting Services may not adversely affect other customers. Customer agrees that if a server approaches capacity, iCRAFT may take remedial action without notice to Customer and such action may affect Customer's account access, Customer's IP Address, or other information. Customer further agrees that if iCRAFT determines, in its sole discretion, that Customer's bandwidth and storage space usage adversely affects other customers or iCRAFT's systems, iCRAFT may disable, suspend, limit, or terminate your Hosting Services without notice.
- K. **iCRAFT's Shared Business Hosting Services.** iCRAFT's Shared Business Hosting

Services are for reasonable, legitimate web-hosting and e-mail hosting purposes deemed suitable for a shared server environment ("**Legitimate Web-Hosting Purposes**") only. Using iCRAFT's Shared Business Hosting Services for uses other than Legitimate Web-Hosting Purposes ("**Non-Legitimate Web-Hosting Purposes**") is prohibited. Customer agrees that whether Customer's usage constitutes Legitimate or Non-Legitimate Web-Hosting Purposes shall be determined solely at iCRAFT's discretion. If iCRAFT, in its sole discretion, determines that a Customer is using iCRAFT's Shared Hosting Services for Non-Legitimate Web-Hosting Purposes, iCRAFT may suspend, disable, limit, or terminate Customer's account without notice, which suspension, disablement, limitation, or termination shall not relieve Customer of its obligation to pay all applicable fees for the Services.

a. Legitimate Web-Hosting Purposes may include, but is not limited to reasonable standards based on average use by a typical customer at the applicable plan level and may include maintenance of:

1. E-mail
2. HTML Files
3. XML Files
4. Imbedded images such as JPEG or GIF, etc.
5. Scripts such as PERL or PHP, etc.

b. Non-Legitimate Web-Hosting Purposes may include, but is not limited to:

1. Maintenance of multimedia files for streaming video or audio in excess of 5 GB
2. Online storage
3. Data backups or archives

L. PCI Compliance. iCRAFT does not provide PCI or any other compliance certifications for our customers. It is your responsibility to ensure that you are compliant with any laws that apply to you in using the Services, including but not limited to, ensuring that you are using the Services appropriately, any appropriate products and services in order to meet compliance requirements, and any other compliance requirements. iCRAFT does not supply AOCs or any other form of certification for our Customers. Use of iCRAFT's services is at Customer's sole risk.

M. CUSTOMER AGREES THAT THE HOSTING SERVICES ARE PROVIDED ON AN

"AS IS," "AS AVAILABLE" BASIS. iCRAFT AND ITS SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. iCRAFT AND ITS SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE HOSTING SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES iCRAFT OR ITS SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HOSTING SERVICES.

NEITHER iCRAFT, NOR ANY OF ITS RESPECTIVE SUPPLIERS OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT iCRAFT'S, ITS RESPECTIVE SUPPLIERS' AND SERVICE PROVIDERS' ENTIRE AGGREGATE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY REGISTRATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID FOR SUCH SERVICES.