

**Terms and Conditions for
Handset Protection Service (“Agreement”)
DOCOMO USA Wireless
Updated: March 26th, 2012**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These Terms and Conditions constitute a legally binding agreement between you and DOCOMO USA Wireless, which shall be provided by NTT DOOCMO USA, Inc. (“DOCOMO USA”) and cover the terms on which we agree to provide and you agree to accept handset protection service (“Services”) we make available to you.

Article 1. Definitions

For purposes of this Agreement, the following terms shall have the meanings indicated below. Terms not defined in this Agreement shall be defined as indicated in the DOCOMO USA Standard Terms and Conditions for Wireless Service (“Standard Terms and Conditions”).

- (1) “Handsets” shall mean cell-phone handsets designated by DOCOMO USA. “Handsets” does not include battery packs, accessories, outside memory media and other products.
- (2) “Battery Pack” shall mean rechargeable batteries used to operate various functions of the Handsets sold by DOCOMO USA.
- (3) “Accessories” shall mean chargers and operation manuals for Handsets.
- (4) “Wireless Service Agreement” shall mean the DOCOMO USA Wireless Agreement in your name for your cell-phone.
- (5) “Service Agreement” shall mean an agreement to be concluded between DOCOMO USA and customers in connection with use of the Services.
- (6) “Users” shall mean customers who conclude Service Agreement with DOCOMO USA.
- (7) “Registered Handsets” shall mean the Handsets designated by Users as the Handsets to receive the Services at the time Users apply for the Service Agreement and registered with DOCOMO USA’s customer management system. Registered Handsets are eligible for Replacement when the incidents entitling Replacement occur. If Registered Handsets are replaced pursuant to Article 5 of this Agreement, the replacement Handset will be deemed to be the Registered Handsets.
- (8) “Replacement” shall mean provision of replacement handsets of the same type and the same color with the Registered Handsets to the Users; provided, however, DOCOMO USA reserves the right to provide different types or colors of Handsets in case it is difficult to provide the same type and color Handset as the Registered Handsets due to reasons beyond control of DOCOMO USA, such as shortage of inventory.

- (9) “Replacement Handsets” shall mean Handsets provided by DOCOMO USA as the replacements for Registered Handsets. Replacement Handsets are handsets used by other Users and collected by DOCOMO USA as a part of the Services and then refurbished by the manufacturers or by the vendors of the Handsets. Replacement Handsets are initialized in the same conditions as the new products.
- (10) “Old Handsets” shall mean previously Registered Handsets after the Users received and registered the Replacement Handsets pursuant to Article 5.
- (11) “No-Incident Period” shall mean a period from the date when the User last received a Replacement Handset to the date the User receives the next Replacement Handset. If the User did not receive a Replacement Handset after the conclusion of the Service Agreement, then No-Incident Period shall mean the period from the Date of Commencement of Use to the date Replacement is received.
- (12) “Covered Incidents” shall mean certain types of incidents which cause Handsets to be stop functioning and entitle the User to receive a Replacement.
- (13) “Causes for Request for Replacement” shall mean the Covered Incidents relating to a Registered Handset reported by the User to DOCOMO USA when the User requests a Replacement.
- (14) “Date of Commencement of Use” shall mean the date when the Service Agreement is executed between DOCOMO USA and the User.
- (15) “Covered Period” shall mean the period during which the User can receive a Replacement relating to a Registered Handset.
- (16) “Limitation on Use” shall mean services by DOCOMO USA to limit the use of the Old Handset or the Registered Handsets by way of locking the handsets, etc. pursuant to the Standard Terms and Conditions.

Article 2. Services

When Covered Incidents occur, DOCOMO USA shall provide the User with a Replacement upon request.

DOCOMO USA reserves the right to change a part of, or all of the Services or the Agreement by notice to the User or by publishing notice in a manner DOCOMO USA considers appropriate. In such cases, the new terms and conditions shall govern the content of Services and the terms and conditions of this Agreement from the date of change.

Article 3. Conditions for Application

1. In order to subscribe for the Services, the customer must satisfy the following conditions at the time of subscription:
 - (1) Conclude Wireless Service Agreement with DOCOMO USA on the same day of concluding Service Agreement;
 - (2) Pay any obligations to DOCOMO USA, including charges for Wireless Service on time;
 - (3) Purchase the handset to be registered as the Registered Handset;
 - (4) Purchase the handset to be registered as the Registered Handset directly from DOCOMO USA or its authorized dealers and register the purchase of such handset with DOCOMO USA's customer management system as the handset to use DOCOMO USA Wireless. Handset purchased or loaned from the parties other than DOCOMO USA or its authorized dealers or picked up does not qualify for the Services;
 - (5) Handset to be registered as the Registered Handset is not in unusable condition due to the Covered Incident or other reasons;
 - (6) Handset to be registered as the Registered Handset has not been stolen or lost;
 - (7) Have not already applied for Services using the other handset as the Registered Handset
2. Even where the customer satisfies all the above conditions, DOCOMO USA reserves the right to reject the application for the Services in the following cases:
 - (1) Customer has violated the Agreement or Standard Terms and Conditions in the past or terminated the Agreement by DOCOMO USA pursuant to Article 30 of the Agreement.
 - (2) When DOCOMO USA deems inappropriate to render the Services.
3. If the customer used the Services prior to subscription for the Services in connection with the Wireless Service Agreement, the history of the prior Replacement will be transferred to the new Service Agreement and the number of prior Replacement will be counted toward the number of Replacement set forth in Article 11.

Article 4. Method of Subscription

1. Customer shall consent to the terms and conditions set forth in this Agreement and follow the steps stipulated by DOCOMO USA.
2. Upon receipt of the subscription for the Services, DOCOMO USA will examine the subscription in accordance with standards set by DOCOMO USA. If DOCOMO USA determines that the customer satisfies all the conditions set forth in the preceding Article, DOCOMO USA shall accept the subscription. DOCOMO USA's acceptance of the subscription

will be deemed conclusion of the Service Agreement between the customer and DOCOMO USA regarding the Registered Handset.

3. The number of the Registered Handset eligible for the Services shall be one per Wireless Service Agreement. A subscription for Services is required for each Handset and a Service Agreement will be conclude for each Registered Handset. Please note that only the Registered Handset is eligible for Replacement.

Article 5. Change of Registered Handset

1. If User purchases a new Handset as a replacement for (or in addition to) the Registered Handset in order to use DOCOMO USA Wireless Service and wants to register the new Handset as the Registered Handset, User must apply for a change of Registered Handset in accordance with the procedure set forth by DOCOMO USA. In order to change the Registered Handset pursuant to this provision, the User must satisfy the conditions set forth in Article 3, subparagraph 1, items 3 through 7 as to the new Handset.

2. In case User receives a Replacement Handset pursuant to the Service Agreement, the Replacement Handset becomes the User's Registered Handset.

3. In addition to the foregoing, if User replaces the Registered Handset with another Handset or changed Handset pursuant to another after service agreement, etc. offered by DOCOMO USA, the Handset after such replacement or change shall become the User's Registered Handset.

4. Other than as set forth in the preceding three provisions, User cannot change the Registered Handset.

Article 6. Report of Changes

When there is a change in the matters reported to DOCOMO USA in connection with the Service, the User shall promptly notify DOCOMO USA at the address and the contact set forth below.

Article 7. Service Fee

1. For the Services hereunder, the User shall pay the monthly fee and charges listed on Exhibit 1 for each Service Agreement by the date set by DOCOMO USA.

2. DOCOMO USA reserves the right to change a portion of or all of the fees listed above with prior notice to the Users or by publication in a manner DOCOMO USA deems appropriate. In such cases, the new fees shall be effective from the date of change; provided that in case of a monthly fee, the new fee shall be applied from the month following the month in which the change takes place.

3. In cases where DOCOMO USA sends a SIM card to the Users pursuant to Article 15, subparagraph 4, the User must pay the card reissuance fee in addition to the service fee set forth in subparagraph 1 above.

Article 8. Method of Payment of Service Fee

1. DOCOMO USA shall invoice the service fee and compensation set forth in Article 24 together with the invoice for DOCOMO USA Wireless Services.

2. If User does not pay the service fee and compensation set forth in Article 24 by the payment date designated by DOCOMO USA, User shall pay a late payment fee on the balance due from the day following the payment date to the day before the payment, at the rate of the lower of three dollars per month or the rate allowed by law.

Article 9 Telecommunications Fee

1. When the subscription for the Services is received from the customer or when providing the Services to the Users, DOCOMO USA may send e-mail or SMS to the cell phone number for the Wireless Service Agreement or to the mail address.

2. Telecommunication charges in connection with the receipt of the e-mail sent by DOCOMO USA pursuant to the foregoing provision and other telecommunication charge incurred in connection with the subscription for or use of the Services shall be born by the customer.

Article 10 Period of Coverage

Replacements shall be provided from the Date of Commencement of Use to the date when Service Agreement is terminated pursuant to Article 31.

Article 11 Number of Replacement

If the User received two replacements under the Service Agreement for the period one year prior to the date of application for replacement, the User cannot receive another Replacement. Please note that this period will not be reset even where the Registered Handset or service fee is changed.

Article 12 Covered Incidents

The Covered Incidents shall be as follows:

- (1) When the Registered Handset is lost;
- (2) When the Registered Handset is stolen;

- (3) Natural malfunction of the Registered Handset (malfunction occurred under normal usage in accordance with owner's manual, attached labels, etc.);
- (4) Total damage or partial damage of the Registered Handset due to an accident such as fire, water leakage.

Article 13 Exclusion from the Coverage

Notwithstanding the foregoing provisions, no Replacement will be provided in the following cases

- (1) Covered Incidents occurred outside the Covered Period;
- (2) Covered Incident is loss or stolen Registered Handset and the Registered Handset was found prior to the application for Replacement;
- (3) Application for Replacement falls in one of the prohibited matters listed on Article 27;
- (4) User violated the Agreement in the past and the violation has not been cured at the time of application for Replacement;
- (5) When DOCOMO USA decided that there was a false statement in an application for the Replacement by the same User;
- (6) There is past due service fee or any other fee owed by the User to DOCOMO USA at the time of application for Replacement;
- (7) Cause for Request for Replacement is wear and tear, change of color or properties of the Registered Handset (including wear and tear of the Battery Pack);
- (8) Cause for Request for Replacement is due to damages to the surface of the Registered Handset such as a scratch, taint or peeling of paint and there is no effect on the function of the Registered Handset;
- (9) When the Registered Handset was modified, processed or repaired at the repair shop other than those designated by DOCOMO USA;
- (10) Cause for Request for Replacement was due to the misuse of the Registered Handset;
- (11) Cause for Request for Replacement is for damage caused by the deletion of electronic data stored in the Registered Handset or outside memory media such as picture, address book, e-mail data and data in the IC card;
- (12) Cause for Request for Replacement is caused by computer virus;

- (13) Cause for Request for Replacement is caused by the User or a third party duly authorized by User intentionally or by gross negligence
 - (14) Cause for Request for Replacement is natural disaster such as earthquake, eruption, Tsunami, flood, etc.
 - (15) Cause for Request for Replacement is war, riot or terrorism
 - (16) Cause for Request for Replacement is exercise of public authority by national government or municipality such as attachment
 - (17) Cause for Request for Replacement is nuclear materials or radio activities
2. The Services will not cover damage suffered by the User or third parties due to the wrongful use of lost or stolen Registered Handset

Article 14 Method for Application for Replacement

1. When Covered Incidents occur and the User wants a Replacement, User must apply for Replacement by calling DOCOMO USA at 1-888-362-6661, which method shall be specified by DOCOMO USA at the time of subscription on Service. Please note that application cannot be accepted by DOCOMO Shop, other stores or DOCOMO Information Center in Japan. Also please note that User will be asked to prove that he or she is the User at the time of applying for Replacement.
2. Application for Replacement must be filed within 30 days of the occurrence of the Covered Incident.
3. When a Covered Incident is a lost or stolen Registered Handset and Wireless Service Agreement is not suspended, User will be asked to apply for the suspension of Wireless Service Agreement at the same time.
4. When the Cause for Request for Replacement is for lost, stolen or burned Registered Handset, or DOCOMO USA determined it is impossible to send Old Handset pursuant to Article 19 at the time of application for Replacement, User must report the incident to the public authority such as Police station or Fire station within 30 days of occurrence of the Covered Incidents.
5. User acknowledges that DOCOMO USA may impose Limitation on Use pursuant to the provision of Article 18 on the Registered Handset for which the request for Replacement is made. If User does not agree to such Limitation on Use, DOCOMO USA cannot accept the request for Replacement.
6. DOCOMO USA may request the User to show documents designated by DOCOMO USA before sending Replacement Handset to the User.

Article 15 Delivery of Replacement Handset

1. Upon receipt of the request for Replacement, DOCOMO USA will examine the request. When DOCOMO USA determines that the User is entitled for Replacement, DOCOMO USA will send the following products for each Registered Handset for which request for Replacement is made to the address in the United States designated by the User at the time of application for Replacement in the manner selected by DOCOMO USA.

(1) One Replacement Handset for the Registered Handset for which the request for Replacement was made

(2) One Battery Pack for the above-mentioned Replacement Handset

2. Replacement Handset to be delivered by DOCOMO USA pursuant to the foregoing provision shall be in general the same type and color as the Registered Handset for which request for Replacement is made. Provided, however, if it is difficult to deliver the same type and color handset as the Registered Handset due to causes beyond control of DOCOMO USA such as shortage of inventory, DOCOMO USA shall provide the handset of the type and color selected by DOCOMO USA.

3. Replacement Handset to be delivered by DOCOMO USA pursuant to the above provision shall not include Accessories and other products other than Battery Pack. However, if the Replacement Handset to be delivered by DOCOMO USA is not the same type as the Registered Handset, DOCOMO USA shall deliver one set of Accessories as necessary.

4. If the Cause for Request for Replacement is lost, stolen or burned Registered Handset, and SIM card etc. are also lost, stolen or burned, DOCOMO USA will deliver a SIM card with the telephone number of Wireless Service Agreement together with the Replacement Handset. When delivery in any manner will be made, SIM shall be provided with having activation.

5. If DOCOMO USA cannot deliver the Replacement Handset during the period designated by DOCOMO USA due to the fact that the User was not at home when delivery was attempted or the address given by the User was incorrect, the Request for Compensation is deemed withdrawn.

Article 16 Warranty Period for Replacement Handset

1. As to the Replacement Handset, Battery Pack and Accessories delivered to User pursuant to the foregoing provision, DOCOMO USA will provide free repair service during the warranty period for the Old Handset.

2. If User found a Replacement Handset, Battery Pack or Accessories delivered by DOCOMO USA pursuant to the foregoing provisions does not function at the time of delivery or natural malfunction occurred within 14 days of delivery, User shall notify such incident to DOCOMO USA within the period specified by DOCOMO USA and send such Replacement

Handset, Battery Pack or Accessories to DOCOMO USA pursuant to the direction of DOCOMO USA. If DOCOMO USA finds that the Replacement Handset, Battery Pack or Accessories is defective, DOCOMO USA will deliver a Handset which is same type and color of such Replacement Handset without charge except where there is a specific reason not to do so. If User does not report such defect within the period specified by DOCOMO USA, DOCOMO USA's obligation is limited to render free repair service pursuant to warranty set forth in the paragraph 1 of this Article. Free replacement of Replacement Handset pursuant to this provision will not count toward the number of Replacement set forth in Article 11.

Article 17 Transfer of Title to the Old Handset

Title to the Old Handset and its Battery Pack shall transfer to DOCOMO USA when the User accepted the Replacement Handset delivered to the User pursuant to Article 15.

Article 18 Limitation on Use of Old Handset

DOCOMO USA reserves the right at its sole discretion to put Limitation on Use by the User or a third party of the Old Handset or the Registered Handset for which the User requested Replacement, in any of the following cases:

- (1) User requests a Replacement due to the fact that the Registered Handset was lost, stolen or burned in the fire, or DOCOMO USA recognized that it is difficult to deliver Old Handset in accordance with Article 19, at the time of request for Replacement
- (2) Old Handset is not returned to DOCOMO USA by the date set forth under Article 19
- (3) DOCOMO USA finds there is false registration, report or statement in the request for Replacement
- (4) After the title transferred to DOCOMO USA pursuant to the previous Article, DOCOMO USA decided to put Limitation on Use

2. This provision is not a guaranty that DOCOMO USA will put Limitation on Use of the Old Handset or Registered Handset for which the User request Replacement or oblige DOCOMO USA to put Limitation on Use of the Old Handset or Registered Handset for which the User request Replacement.

3. DOCOMO USA shall not be responsible for inconveniences or damages suffered by the User or a third party as a result of DOCOMO USA's putting Limitation on Use, DOCOMO USA's not putting Limitation on Use or DOCOMO USA's inability to put Limitation on Use of the Old Handset or Registered Handset for which the User requests Replacement.

Article 19 Return of Old Handset

Upon receipt of the Replacement Handset sent by DOCOMO USA pursuant to Article 16, User shall return the Old Handset and its Battery Pack to DOCOMO USA in a manner designated by

DOCOMO USA by the date specified by DOCOMO USA (“Return Deadline”) except where Cause for Request for Replacement is loss of the Old Handset by fire or where DOCOMO USA determined that the return of the Old Handset is difficult at the time User requests the Replacement. User shall return the Old Handset after removing DOCOMO USA SIM card, etc., outside memory media, Accessories and other products. When User requests a Replacement for the reason that the Old Handset was lost or stolen and the Old Handset is not found by the Return Deadline, User shall return the Old Handset to DOCOMO USA promptly after it is found. In such case, if the User received DOCOMO USA SIM card pursuant to Article 16, paragraph 4, User shall return to DOCOMO USA SIM card attached to the Old Handset.

2. If User sends other products than those designated by DOCOMO USA, DOCOMO USA shall treat the matter as abandonment of the title and other rights to such products and shall have the right to dispose of such products in a manner DOCOMO USA deems appropriate. DOCOMO USA has no obligation to inform the User about the disposal of such products and information, etc. included in such products.

Article 20. Deletion of Data included in the Old Handset

User shall delete all the data* recorded in the Old Handset at the time the User ship the Old Handset to DOCOMO USA. DOCOMO USA shall not be responsible for damage caused by loss or misuse of such data left on the Old Handset. It is User’s responsibility to transfer the record kept in the Old Handset to the Replacement Handset.

*including calling and receiving history, telephone book data, e-mail data, image data, music data and any other data, excepting the data which the User cannot delete, such as the data already recorded on the handset at the time of shipment of the handset.

Article 21 Return of confirmation document, etc.

1. When requested by DOCOMO USA, User shall execute and return the confirmation documents sent by DOCOMO USA together with the Replacement Handset when the User returns the Old Handset to DOCOMO USA in accordance with Article 19.

2. Notwithstanding the foregoing provision, in any of the following events and where DOCOMO USA specified, the User shall return the confirmation documents, etc. other than Old Handset to DOCOMO USA by the Return Deadline

(1) User requests a Replacement due to the loss of the Old Handset in fire

(2) DOCOMO USA recognizes that it is difficult to return the Old Handset at the time the User request for Replacement

(3) User requests a Replacement due to the loss or theft of the Old Handset and the Old Handset is not found by the Return Deadline set forth under Article 19

Article 22 Sending Report

1. In cases where the Old Handset cannot be sent by the Return Deadline due to the causes listed in the second Paragraph of the previous Article, DOCOMO USA may request the User to send a copy of the report filed with the public authorities such as the police station and fire house of the occurrence of the Cause of the Request for Replacement. If the public authorities refuses to issue report, DOCOMO USA may ask User to write the receipt number of the claim by the public authority or the name of the person in charge, etc. in the confirmation document.

2. Even where the User sends the report in accordance with the foregoing provision, if the Old Handset is found, User must promptly return the Old Handset to DOCOMO USA in accordance with Article 19.

Article 23 Shipping Cost

Shipping cost associated with the Services shall be born by the User.

Article 24 Compensation

In any of the following, User shall pay difference of amount of money actually paid from Handset price by the date designated by DOCOMO USA as compensation:

- (1) User did not return the Old Handset or Report by the Return Deadline in violation of Article 19 or Article 22
- (2) Despite the fact that the User withdrew the Request for Replacement, the User did not return the Replacement Handset sent by DOCOMO USA by the deadline designated by DOCOMO USA in violation of Article 26
- (3) User requested Replacement in violation of Article 27, Paragraph 1 items (1) and (3)

DOCOMO USA will not return any payments or compensations paid by the User for any reason

Article 25 Refurbishing and reuse of Old Handset

Old Handset sent by the User under the Services may be refurbished by the manufacturer, put in a new case, initialized in the same conditions as the new products and used by other customers of DOCOMO USA as Replacement Handset.

Article 26 Cancellation of Replacement

Even where the User requested the Replacement in accordance with Article 14, if User did not open the package of Replacement Handset sent by DOCOMO USA and the User notified DOCOMO USA within 8 days after the request for the Replacement, User can cancel the request for Replacement, provided, however, that such cancellation will be allowed only when DOCOMO USA determined that there is justifiable cause for such cancellation. In such case, User shall return the Replacement Handset to DOCOMO USA within the period specified by DOCOMO USA.

Article 27 Prohibited Matters

User shall not:

- (1) make a false registration, report or statement at the time of application for the Services or at the time using the Services;
- (2) use the Services by impersonating another person;
- (3) use the Services for unlawful purposes;
- (4) assign or assume any rights or obligations arising under the Service Agreement to or from a third person without consent of DOCOMO USA;
- (5) take actions which infringe or likely to infringe intellectual property rights, title or other rights of DOCOMO USA or a third party;
- (6) take actions which invade or likely to invade privacy of a third party;
- (7) take actions which damage or likely to damage reputation or credit of a third party or DOCOMO USA;
- (8) prevent other Users from using the Services;
- (9) take actions which prevent or likely to prevent DOCOMO USA from providing the Services, such as unauthorized access to facilities of DOCOMO USA and other parties used for provision of the Services;
- (10) take actions which interfere or likely to interfere DOCOMO USA's business;
- (11) take actions which cause or likely to cause inconvenience or damages to DOCOMO USA or third parties;
- (12) take actions which lead to or likely to lead to criminal activities; or

(13) take any actions which violate or are likely to violate laws and regulations, public order, this Agreement and the Standard Terms and Conditions

Article 28 Use of Customers' Information

1. If DOCOMO USA determines it is necessary, DOCOMO USA may request the User to provide DOCOMO USA with other confirmation documents (such as receipt of purchase of the handset, identification documents, etc.) in addition to the documents required under Article 23.

2. DOCOMO USA will treat personal information (information which by itself or with other information can identify the User) of the User obtained in connection with the Services in accordance with the "Privacy Policy regarding Customers' personal information" of DOCOMO USA.

Article 29 Cancellation by the Users

If User wants to cancel the Services, User shall notify DOCOMO USA in the manner set forth by DOCOMO USA.

Article 30 Cancellation by DOCOMO USA

If the User falls under any one of the following, DOCOMO USA can, without prior notice to the User, cancel the Service Agreement with the User:

- (1) User does not pay the service fee set forth under Article 7, compensation under the Article 25 or any other obligation to DOCOMO USA in connection with the Services by the payment date;
- (2) User took any actions prohibited under Article 27;
- (3) User violates any provisions of this Agreement;
- (4) User's address becomes unknown due to the fact that the User failed to notify change of address in violation of the Standard Terms and Conditions or this Agreement, etc. and DOCOMO USA determined that it is not possible to contact User; or
- (5) When DOCOMO USA determined that the use of the Services is inappropriate.

Article 31 Termination of Service Agreement

At the time when User falls under any of the following, the Service Agreement shall terminate and DOCOMO USA will cease provision of the Services

- (1) DOCOMO USA received request for cancellation for the Services from the User in accordance with Article 29;

- (2) The Wireless Service Agreement between the User and DOCOMO USA is terminated;
- (3) The Wireless Service Agreement between the User and DOCOMO USA is suspended;
- (4) User requested DOCOMO USA the custody of telephone number in connection with Wireless Service Agreement; or
- (5) DOCOMO USA cancelled the Service Agreement with the User in accordance with Article 30.

Article 32 Suspension of Service

1. DOCOMO USA has the right to suspend the Services temporarily by notifying the User or posting public notice in the manner DOCOMO USA deems appropriate.
2. DOCOMO USA may suspend the Services temporarily without notice to the Users in cases of system trouble or other reasons beyond control of DOCOMO USA, such as natural disaster

Article 33 Termination of Services

DOCOMO USA reserves the right to terminate the Services with prior notice to Users or by posting public notice in the manner DOCOMO USA deems appropriate

Article 34 Indemnification

DOCOMO USA shall not be liable for any inconveniences suffered by the Users due to delay, change, suspension, termination or any other reasons in connection with the use of the Services, unless such inconveniences is caused by willful act or gross negligence of DOCOMO USA.

Article 35 Contact Information

All inquires regarding the Services shall be addressed to the contact person designated by DOCOMO USA.

Article 36 Jurisdiction

All the actions relating to the Services or the Agreement shall be brought before the Federal District Court having jurisdiction over the place of the head office of DOCOMO USA.

Exhibit 1. Service Fee, etc.

For Users who execute the Service Agreement or change the Registered Handset on or after April 6th, 2011;

(1) Monthly fee; (i) \$4, (ii) \$5 or (iii) \$6

Note. DOCOMO USA will apply either (i), (ii) or (iii) depending upon the type of the Registered Handset. Provided however, where the Registered Handset was changed in accordance with Article 5, paragraph 2 or 3 and the type of the handsets before and after such change are different, DOCOMO USA shall apply the rate applicable to the previous handset.

(2) Amount to be born by customers;

First time use for Replacement:

Type of Registered Handset	Natural malfunction/Total damage/Partial damage	Lost/Stolen
Nokia 2720	\$10	\$30
Nokia 2730	\$30	\$50
Motorola WX345	\$30	\$50
Nokia 500	\$50	\$80
BlackBerry® Curve™ 8520	\$50	\$80
BlackBerry® Curve™ 9300	\$50	\$80
Nexus S™	\$90	\$120
Galaxy™ Nexus™	\$90	\$120

Provided if there is another request for Replacement within one year from the fist Replacement, the amount to be born by the customer shall be doubled.