

**Standard Agreement Clauses (Standard Tariff) Covering the Terms and
Conditions of Paid Broadcasting Service Related to Digital Broadcasting
Using Artificial Satellites**
(Unofficial Translation: the Japanese-language version shall prevail.)

Notice of the Ministry of Internal Affairs and Communications No. 236

Based on the provisions of Article 52-4 paragraph (6) of the Broadcast Law (Law No. 132 of 1950), "Standard agreement clauses (standard tariff)" covering the terms and conditions of paid broadcasting service related to digital broadcasting using artificial satellites shall be stipulated as follows, and said "Standard agreement clauses" shall apply on and after April 1, 2005. Notice of the Ministry of Posts and Telecommunications No. 586 of 1997 (Announcement establishing Standard agreement clauses covering the terms and conditions of paid broadcasting service related to digital broadcasting using communications satellites) shall be repealed as of March 31, 2005.

March 3, 2005

Minister for Internal Affairs and Communications

ASO Taro

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Chapter 1. General Provisions

(Application of Agreement Clauses)

Article 1.

Our company will provide the service of paid digital broadcasting using artificial satellites in accordance with these agreement clauses covering the terms and conditions of paid broadcasting service (hereinafter referred to as the “Agreement Clauses”) and the charges, the details of which our company has submitted to the Minister for Internal Affairs and Communications based on the provisions of Article 52-4 paragraph (3) of the Broadcast Law (hereinafter referred to as “the Law”).

(Change of Agreement Clauses)

Article 2.

Our company might change the Agreement Clauses in accordance with the change to the standard agreement clauses established by the Law or after obtaining the approval of the Minister for Internal Affairs and Communications based on the provisions of the Law. In this case, the Agreement Clauses after the change shall apply to subscribers.

(Definitions of Terms)

Article 3.

The terms used in the Agreement Clauses shall be in conformity with the terms used in the Law and shall be construed to have the following meanings.

Term	Meaning of Term
1) Service of paid digital broadcasting using artificial satellites	Our company’s service of broadcasting which is provided for a charge by digital broadcasting using artificial satellites and which can be watched and listened to only when a contract is concluded with our company
2) Paid-broadcasting contract	A contract for receiving the service of paid digital broadcasting using artificial satellites
3) Subscriber	Any person who concludes a paid-broadcasting contract with our company
4) Applicant for subscription	Any person who applies to our company for a paid-broadcasting contract
5) Subscriber’s	Information which is related to an individual living

personal information	subscriber (in this Announcement, including an applicant for subscription and a subscriber whose paid-broadcasting contract has terminated by rescission, etc.) and which can make us identify a specific individual subscriber by means of the name, date of birth and any other description included in said information (including information which can be easily compared to other information and can thereby make us identify a specific individual subscriber)
6) Pay-per-view (PPV)	Service of paid digital broadcasting using artificial satellites, the charging unit of which is one broadcast program
7) Pay-per-day (PPD)	Service of paid digital broadcasting using artificial satellites, the charging unit of which is one day
8) Pay-per-series (PPS)	Service of paid digital broadcasting using artificial satellites, the charging unit of which is several broadcast programs designated by our company
9) (Note 1)	A company managing the conditional access system for the service of paid digital broadcasting using artificial satellites. The abbreviation of (Note 2)
10) Receiving equipment	An antenna and receiver for digital broadcasting which conform to the technical standards specified by (Note 3) (hereinafter referred to as "receiver") and equipment (excluding the card (Note 4)) which a subscriber installs and which is required to watch and listen to the service of paid digital broadcasting using artificial satellites
11) (Note 4) Card	An IC-embedded card which controls a receiver by being inserted into the receiver and which (Note 1) rents
12) Broadcasting satellite station	A radio station on an artificial satellite in which equipment for broadcasting our company's broadcast programs is installed
13) Uplink station	A facility which transmits our company's broadcast programs to a broadcasting satellite station
14) Facility-supplying broadcaster	A facility-supplying broadcaster prescribed in Article 2, iii-4) of the Law who is entrusted with broadcasting of our company's broadcast programs
15) Facility-supplying broadcasting contract	A contract under which a facility-supplying broadcaster is entrusted with the broadcasting of our company's broadcast programs
16) Other broadcaster	Broadcaster other than our company which provides the service of paid broadcasting related to digital broadcasting using artificial satellites and whose agent is same as our company's agent
17) Other service	Other service of paid digital broadcasting using artificial

	satellites which our company provides
18) Separate contract	A contract for the service of paid broadcasting related to digital broadcasting using artificial satellites which is provided by other broadcaster whose agent is same as our company's agent

Chapter 2. Contract

(Unit of Contract, etc.)

Article 4.

A paid-broadcasting contract shall be concluded for each card (Note 4) and in units of the service of paid digital broadcasting using artificial satellites specified in Table 1 attached hereto.

2. The paid-broadcasting contract shall be concluded for the purpose that an applicant for subscription or any person in the same household as the applicant for subscription wishes to watch and listen to the service of paid digital broadcasting using artificial satellites which our company provides (hereinafter referred to as "household purpose"). However, in the case of purposes other the household purpose such as a purpose under which the service of paid digital broadcasting using artificial satellites that our company provides is used for a business, etc. so that an unspecified large number of people can watch and listen to it or a purpose under which it is used for simultaneous transmission or re-distribution, etc. any person who uses it for said purposes shall conclude another contract with our company.

3. "Household" specified in the preceding paragraph shall mean a group of people who live in an identical dwelling together or make a livelihood together, or a person who independently maintains a dwelling or a livelihood.

(Conclusion of Contract)

Article 5.

An applicant for subscription, when applying for a paid-broadcasting contract, shall apply to our company or our company's agent, or to any person whom our company's agent designates in the manner as separately specified by our company. The applicant for subscription, when applying for a paid-broadcasting contract related to the service of paid digital broadcasting using artificial satellites in which the lowest age of the people who are permitted to watch and listen to said broadcasting is determined, shall submit to our company an attachment certifying that the applicant for subscription is equal to

or more than the lowest age.

2. The paid-broadcasting contract shall come into effect when the applicant for subscription makes an application prescribed in the preceding paragraph, and our company approves the application after confirming the contents therein.

3. Our company, our company's agent, or any person whom our company's agent designates shall notify the applicant for subscription that said application has been approved together with the date of the notification in the manner specified by our company.

4. When any change has occurred to the matters notified to our company such as name, address, telephone number, etc. when said application was made, the subscriber shall immediately notify the change in the manner specified by our company to our company, our company's agent, or any person whom our company's agent designates.

5. Our company may not approve the application in the following cases:

1) When the applicant for subscription does not submit to our company an attachment certifying that the applicant for subscription is equal to or more than the lowest age of the people who are permitted to watch and listen to said broadcasting when said applicant applies for a paid-broadcasting contract related to the service of paid digital broadcasting using artificial satellites in which the lowest age of the people who are permitted to watch and listen to said broadcasting is determined, or when the applicant for subscription has not reached the lowest age,

2) When there is reasonable ground to believe the applicant for subscription may not fulfill his obligations based on the paid-broadcasting contract,

3) When there is reasonable ground to believe the applicant for subscription may infringe the copyright, other intellectual property rights or any other rights of our company, or may damage the profit of our company, in connection with the provision of the service of paid digital broadcasting using artificial satellites,

4) When the applicant for subscription tries to receive the service of paid digital broadcasting using artificial satellites outside Japan, or when there is reasonable ground to believe the applicant for subscription may do so,

5) When there is any other reasonable ground to believe the applicant for subscription may infringe the paid-broadcasting contract,

6) When there is reasonable ground to believe the applicant for subscription is using or may use the service of paid digital broadcasting using artificial satellites with the aim of infringing the Law or any other laws or ordinances,

7) When, in connection with a contract of the service of paid digital broadcasting using artificial satellites which is provided by a broadcaster other than our company, the applicant for subscription is deemed to have actually performed any act prescribed in item ii) to item vi) and have infringed the rights of said broadcaster or damaged its profit.

(Term of Validity of Contract)

Article 6.

The term of validity of the paid-broadcasting contract shall be the period from the day when the contract comes into effect to the day when one year passes as from the first day of the next month following the month in which the contract comes into effect. The paid-broadcasting contract shall be automatically renewed for another one year unless the subscriber expresses his or her intention not to renew it one month before it expires. The same shall apply thereafter. However, the term of validity of the contract related to PPS shall be the period from the day when the contract comes into effect to the day when said PPS comes to an end.

Chapter 3. Provision and Reception of Service of Paid Digital Broadcasting Using Artificial Satellites

(Provision of Service of Paid Digital Broadcasting Using Artificial Satellites)

Article 7.

Our company will provide the service of paid digital broadcasting using artificial satellites in principle at the broadcasting time prescribed in Table 1 attached hereto, except when there are broadcasting facility failures or any other unavoidable circumstances during the term of validity of the paid-broadcasting contract.

2. Our company will make public the contents and broadcasting time of the service of paid digital broadcasting using artificial satellites in principle by means of the program retrieval service (hereinafter referred to as “EPG”) prescribed in Table 2 attached hereto. However, our company may change the contents which it has notified by means of EPG.

(Provision of PPV and PPD)

Article 8.

The subscriber, when trying to receive the provision of PPV or PPD, shall connect his or her receiver to a telecommunications line, and make an individual application for each charging unit in the manner prescribed in Table 3 attached hereto.

2. When the subscriber has made the application specified in the preceding paragraph, the subscriber cannot revoke it.

3. Our company will make public the charges for each charging unit in accordance with the charges which our company has submitted details of to the Minister for Internal Affairs and Communications by means of EPG.

(Service of Paid Digital Broadcasting using Artificial Satellites in Which the Lowest Age of the People Who are Permitted to Watch and Listen to Said Broadcasting is Determined)

Article 9.

When the subscriber intends to watch and listen to through the service of paid digital broadcasting using artificial satellites in which the lowest age of people who are permitted to watch and listen to said broadcasting is determined, the

subscriber shall register the lowest age (the age of the youngest person who will watch and listen to said service of paid digital broadcasting using artificial satellites) and his or her identification number or password (hereinafter collectively referred to as "ID number, etc.") in advance in the manner prescribed in Table 4 attached hereto, and shall input the registered ID number, etc. each time he or she watches and listens to said broadcasting.

2. The subscriber shall strictly manage the ID number, etc. so that it does not become known by any person who has not reached the lowest age of people who are permitted to watch and listen to said broadcasting. Our company or our company's agent shall not assume any responsibility for any disadvantage which the subscriber may suffer on the ground that any person who has not reached the lowest age of people who are permitted to watch and listen to said broadcasting has watched and listened to through the service of paid digital broadcasting using artificial satellites prescribed in the preceding paragraph.

3. The subscriber, if he or she forgets the ID number, etc., shall inform our company or our company's agent, or any person whom our company's agent designates to that effect, in order to return the ID number, etc. to its initial state. In this case, the subscriber shall pay a fee for deleting the ID number, etc. which our company has submitted to the Minister for Internal Affairs and Communications.

(Management of Receiving Equipment, etc.)

Article 10.

The subscriber shall install, maintain and manage the receiver and card (Note 4) on his or her own responsibility, and shall receive the service of paid digital broadcasting using artificial satellites through the receiver and card, and our company and our company's agent shall not assume any responsibility for any defect of the receiver and card (Note 4).

2. The ownership of the card (Note 4) used to receive the service of paid digital broadcasting using artificial satellites shall belong to (Note 1), and only the applicant for subscription who has agreed to the "agreement clauses for permitting the use of the card (Note 4)" which are set forth by (Note 1) can conclude the paid-broadcasting contract. The "agreement clauses for permitting the use of the card (Note 4)" shall apply to the lending, loss, reissuance and return of the card (Note 4).

3. When the subscriber has lost the card (Note 4) or the card (Note 4) has been

stolen, the subscriber shall submit a necessary notification, etc. promptly in accordance with the “agreement clauses for permitting the use of the card (Note 4).” When the card (Note 4) has been used by a third party before this notification is received, the charge, etc. of paid broadcasting prescribed in Article 12 paragraph (1) related to the use of the (Note 4) card shall be paid by the subscriber.

(Maintenance, etc.)

Article 11.

When any audio-visual trouble occurs, the subscriber, after confirming that there is no breakdown with receiving equipment, shall promptly notify our company or our company’s agent, or any person whom our company’s agent designates of the occurrence of the trouble. In this case, our company and our company’s agent shall examine the transmission state, and when there is any abnormality found in the broadcasting facilities of our company or our company’s agent, our company and our company’s agent shall take necessary measures on their own responsibility. However, when the audio-visual trouble is ascribed to the responsibility of the subscriber or the subscriber and a third party other than the subscriber and our company (including our company’s agent), our company and our company’s agent shall not assume any responsibility. When the audio-visual trouble is caused by the act of any person other than our company or our company’s agent or by receiving equipment, the expenses which our company or our company’s agent has spent to examine the cause of the breakdown or to take measures for the breakdown shall be paid by the subscriber.

2. In the service of paid digital broadcasting using artificial satellites which use radio waves of 12.5 GHz or less, audio-visual troubles caused by interference with the radio waves used preferentially for other radio communications services sometimes occur. When such audio-visual troubles are acknowledged by a facility-supplying broadcaster, the facility-supplying broadcaster shall take necessary measures such as changing the position of an antenna and installing a protective wall on its own responsibility.

3. When any audio-visual trouble occurs due to malfunction of the card (Note 4), (Note 1) shall replace the defective card by a normal card on its own responsibility based on the “agreement clauses for permitting the use of the card (Note 4)” set forth by (Note 1).

4. Our company may temporarily stop the radio waves for the service of paid digital broadcasting using artificial satellites in order to maintain the facilities. In this case, our company or our company's agent will make the fact public in advance in principle by broadcast programs, EPG, etc.

Chapter 4. Charges

(Charges and Payment)

Article 12.

The subscriber shall pay the charges which our company has submitted to the Minister for Internal Affairs and Communications (a basic fee and an subscription fee (hereinafter referred to as “paid-broadcasting charge”) and an application fee and a commission (hereinafter referred to as “paid-broadcasting charge, etc.” combined with the paid-broadcasting charge)) to our company according to the provisions in Table 5 attached hereto.

2. Our company or our company’s agent, or any person whom our company’s agent designates shall notify the subscriber of the paid-broadcasting charge, etc. which the subscriber must pay, in principle, (Note 11) days before the payment day prescribed in Table 5 attached hereto, or shall make the paid-broadcasting charge, etc. easily known to the subscriber.

3. The paid-broadcasting charge, etc. which has been paid shall not be repaid except in the cases prescribed in the Agreement Clauses.

4. When our company repays the paid-broadcasting charge, etc., the subscriber shall pay a repayment commission which our company has submitted to the Minister for Internal Affairs and Communications (when the paid-broadcasting charge, etc. is repaid for several contracts, the repayment commission related to each individual contract shall be the amount obtained by dividing the repayment commission amount by the number of contracts; the same shall apply hereinafter). However, our company shall not charge the repayment commission for the repayment based on the provisions of Article 19 paragraph (2).

5. Our company may revise the paid-broadcasting charge, etc. after submittal to the Minister for Internal Affairs and Communications. In this case, our company or our company’s agent, or any person whom our company’s agent designates shall notify the subscriber of the revised charge at least one month before the revised charge applies.

6. In the case of the preceding paragraph, the excess or deficiency between the paid-broadcasting charge which the subscriber has already paid (hereinafter referred to as “prepaid paid-broadcasting charge”) and the revised charge shall be adjusted in the month including the day when the revised charge applies. When the paid-broadcasting charge is cut and if no request is made by the

subscriber, the surplus of the prepaid paid-broadcasting charge shall be appropriated for payment of the paid-broadcasting charge for next time onward.

7. If our company does not provide the service of paid digital broadcasting using artificial satellites for a half or more of a month owing to circumstances not ascribed to the subscriber's responsibility, our company shall not charge the paid-broadcasting charge (when any other service is continuously provided, or when there is a separate contract, the basic fee shall be excluded; the same shall apply in Article 14 paragraph (3)) for the month related to said service of paid digital broadcasting using artificial satellites. However, our company shall set forth the charges for PPV, PPD and PPS separately.

8. Notwithstanding the provisions of Table 1 (Note 12) attached hereto, when the paid-broadcasting charge which is for pack-set (hereinafter referred to as a "pack-set subscription fee") with any broadcast program other than the broadcast programs of our company (hereinafter referred to as "other broadcast program") applies to the subscriber, the amount of the pack-set subscription fee shall not be changed even when the provision of part of other broadcast program related to the pack-set is suspended or revoked. However, the same shall not apply when our company sets forth the pack-set subscription fee separately.

9. When it is deemed extremely difficult for the subscriber to receive the service of paid digital broadcasting using artificial satellites due to extremely massive natural calamities or incidents, etc., our company might exempt the subscriber from the whole or part of the paid-broadcasting charge.

(Overdue Interest)

Article 13.

If the subscriber has not paid the paid-broadcasting charge, etc. or any other debts which the subscriber must pay even one month after the payment date of said broadcasting charge or debts, our company shall be able to charge the subscriber, as overdue interest, the amount calculated at the annual rate of (Note 13) % for the period from the day after the payment date to the day before the paid-broadcasting charge or any other debts are actually paid.

(Temporary Suspension of Provision)

Article 14.

When the subscriber desires temporary suspension of the service of paid digital

broadcasting using artificial satellites because of his or her long absence, etc., the subscriber shall notify the month when he or she wishes the suspension to begin and the month when he or she wishes the suspension to terminate to our company or our company's agent, or any person whom our company's agent designates within (Note 14). Then, our company shall be able to temporarily suspend the service of paid digital broadcasting using artificial satellites.

2. The subscriber, when desiring rescission of the temporary suspension of the service of paid digital broadcasting using artificial satellites, shall notify his or her desire to our company or our company's agent, or any person whom our company's agent designates.

3. Our company shall not charge the paid-broadcasting charge corresponding to the period of the temporary suspension. The paid-broadcasting charge shall be charged as from the month when the temporary suspension is terminated in the preceding paragraph.

4. For the temporary suspension related to PPS, our company shall repay the paid-broadcasting charge in accordance with the manner prescribed in Table 6 attached hereto.

5. The temporary-suspension period shall be less than or equal to six months. If the period related to the temporary suspension exceeds six months, the paid-broadcasting contract shall be automatically terminated at that point of time.

Chapter 5. Prohibited Items, etc.

(Prohibited Items)

Article 15.

The subscriber is prohibited to perform the following acts:

- 1) The acts prohibited in the “agreement clauses for permitting the use of the card (Note 4)” such as modification, falsification, etc. of the card (Note 4), modification and falsification of the receiving equipment, and watching and listening to the service of paid digital broadcasting using artificial satellites without using the card (Note 4),
- 2) The act of infringing copyright and any other intellectual property rights related to the service of paid digital broadcasting using artificial satellites our company’s right, or of damaging the profit of our company,
- 3) The act of infringing the laws and ordinances by using the service of paid digital broadcasting using artificial satellites,
- 4) The act of making false statements about the whole or part of the matters which our company inquires as necessary matters for concluding a paid-broadcasting contract when the subscriber applies for the paid-broadcasting contract.

2. When the subscriber acts in violation of the provisions of the preceding paragraph and causes a loss to our company or our company’s agent, our company or our company’s agent may demand reparation from the subscriber for the damage.

(Exemption from Responsibility)

Article 16.

Our company or our company’s agent shall not assume any responsibility for reparation as to damage in the following cases:

- 1) Audio-visual trouble ascribed to natural calamities, incidents, and such meteorological reasons as rain attenuation,
- 2) Stoppage of the service of paid digital broadcasting using artificial satellites due to circumstances that are not ascribed to the responsibility of our company or our company’s agent,
- 3) Trouble ascribed to the act of the subscriber or a third party other than the subscriber and our company (including our company’s agent), or ascribed to the receiver or the (Note 4) card.

(Responsibility of Facility-Supplying Broadcaster)

Article 17.

When the paid-broadcasting contract is terminated for the reason given in Article 19 paragraph (2) item v), the facility-supplying broadcaster shall compensate the subscriber for his or her damages up to the amount of expenses which the subscriber spent to receive the broadcasting service of our company.

Chapter 6. Contract Rescission, etc.

(Contract Rescission by Subscriber, etc.)

Article 18.

The subscriber, when intending to rescind the paid-broadcasting contract, shall notify his or her intention no later than (Note 14) to our company or our company's agent, or any person whom our company's agent designates. In this case, the paid-broadcasting contract related to said notification shall be rescinded as of (Note 14). However, this shall not apply to the case specified in Table 7 attached hereto.

2. In the case of the proviso of the preceding paragraph, the subscriber shall pay a rescission commission, details of which our company has submitted to the Minister for Internal Affairs and Communications (when a plurality of contracts are rescinded at the same time, the rescission commission related to each individual contract shall be the amount obtained by dividing the termination commission amount by the number of contracts) in accordance with the manner specified by our company by the time specified by our company.

3. When the subscriber rescinds the paid-broadcasting contract based on the provisions of this article paragraph (1), our company shall repay the paid-broadcasting charge to the subscriber based on the provisions of Table 6 attached hereto. However, if the subscriber has concluded any contract for other service or a separate contract, the paid-broadcasting charge to be repaid shall be appropriated for the payment of the paid-broadcasting charges related to those contracts.

4. When the subscriber rescinds the paid-broadcasting contract based on the provisions of paragraph (1) of this article and concludes the contract with our company again within one year of said rescission, the subscriber shall not need to pay an application fee.

5. If the time when the subscriber concludes the paid-broadcasting contract with our company again exceeds one year after the rescission of the contract based on the provisions of paragraph (1) of this article, our company will handle said contract as a new paid-broadcasting contract.

(Contract Rescission by Our Company, etc.)

Article 19.

When the subscriber fails to pay the paid-broadcasting charge, etc. which the

subscriber must pay based on the Agreement Clauses or when the subscriber infringes the Agreement Clauses, our company shall be able to send a call notice with a reasonable fixed period to the subscriber, and stop providing the service of paid digital broadcasting using artificial satellites to the subscriber, and rescind the paid-broadcasting contract.

2. When circumstances arise in which it is impossible to provide the service of paid digital broadcasting using artificial satellites for any of the following reasons, the paid-broadcasting contract shall terminate:

- 1) When the approval of the program-supplying broadcasting service of our company has been canceled, or has not been renewed,
- 2) When the license to the radio station of a facility-supplying broadcaster has been canceled, or renewal of the license has been rejected,
- 3) When irreparable damage has occurred to the broadcasting facilities or audio-visual management facilities required for our company to provide the service of paid digital broadcasting using artificial satellites,
- 4) When a facility-supplying broadcasting contract between our company and a facility-supplying broadcaster is not fulfilled, for example, when irreparable damage has occurred to a broadcasting satellite station or an uplink station,
- 5) The audio-visual trouble prescribed in Article 11 paragraph (2) cannot be avoided,
- 6) When any other circumstances in which it is objectively impossible to provide the service of paid digital broadcasting using artificial satellites have occurred.

3. When such circumstances as natural calamities, incidents, etc. which it is deemed extremely difficult to receive the service of paid digital broadcasting using artificial satellites have occurred and when it is difficult for our company to confirm the subscriber's intention related to the paid-broadcasting contract, our company may stop providing the service of paid digital broadcasting using artificial satellites. When a period set forth by our company has passed after the provision of the service of paid digital broadcasting using artificial satellites is stopped and when it is difficult for our company to confirm the subscriber's intention related to the paid-broadcasting contract, the paid-broadcasting contract shall be terminated at the moment when said period has elapsed.

4. Our company shall be able to stop providing the service of paid digital broadcasting using artificial satellites to the subscriber, and terminate the paid-broadcasting contract in the cases specified below:

- 1) When the subscriber uses the service of paid digital broadcasting using

artificial satellites which our company provides for purposes other than household purpose (except when the subscriber has made another arrangement with our company), for example, when the subscriber uses the service of paid digital broadcasting using artificial satellites which our company provides for a business, etc. so that an unspecified people or a large number of people can watch and listen to said broadcasting, or when the subscriber uses the service of paid digital broadcasting using artificial satellites which our company provides for the purpose of simultaneous transmission or re-distribution,

2) When the subscriber watches and listens to the service of paid digital broadcasting using artificial satellites outside Japan or is deemed likely to do so,

3) When the subscriber performs the prohibited item prescribed in Article 15 paragraph (1) or is deemed likely to do so.

5. When any subscriber whose paid-broadcasting contract has been rescinded based on paragraph (1) of this article desires to conclude a paid-broadcasting contract again, it is necessary to remove the cause for the contract having been rescinded. When our company admits the subscriber's desire to conclude a paid-broadcasting contract again, our company shall conclude a new paid-broadcasting contract with him or her.

6. When the contract is rescinded based on paragraph (1) of this article, or when the contract is terminated based on paragraph (2) or paragraph (3), our company shall repay the paid-broadcasting charge based on Table 6 attached hereto. When the contract is rescinded based on paragraph (4) of this article, our company shall charge the subscriber a paid-broadcasting charge for the month when the contract is rescinded, and shall not repay any paid-broadcasting charge which has already been paid.

Chapter 7. Handling of Subscribers' Personal Information

(Handling of Subscribers' Personal Information)

Article 20.

Our company shall appropriately handle subscribers' personal information not only based on the Law Concerning the Protection of Personal Information (Law No. 57 of 2003), the Basic Guidelines Concerning the Protection of Personal Information (Cabinet Decision of April 2, 2004), and the Guidelines for Protecting Personal Information of Viewers/Listeners. (Ministry of Internal Affairs and Communications Notice No. 696 of August 31, 2004; hereinafter referred to as "Guidelines"), but also based on the basic policy which our company sets forth based on Article 28 of the Guidelines (hereinafter referred to as "Personal Information Handling Regulations") and the provisions of the Agreement Clauses.

2. In Personal Information Handling Regulations of our company, with regard to subscribers' personal information which our company holds, necessary matters concerning the purpose of use, procedures for various requests which a specific person identified by subscribers' personal information (hereinafter referred to as "any person in question") makes to our company, procedures for processing complaints, and any other handling shall be set forth, and our company shall make them public (Note 20).

3. Our company shall handle subscribers' personal information within the extent necessary to accomplish the purpose of use, and shall make efforts to keep the contents of the subscribers' personal information which our company holds accurate and up-to-date.

(Purpose of Use of Subscribers' Personal Information, etc.)

Article 21.

Our company shall handle subscribers' personal information for the purposes specified below. For the use of subscribers' personal information for the purposes prescribed in item v) and item xi), our company shall, upon receiving a request to stop using said information for said purpose, stop using said information without delay within the extent of not hindering the provision of the service of paid digital broadcasting using artificial satellites except when a large cost is required to stop using said information or when it is difficult to stop using said information.

- 1) Matters concerning the conclusion and continuation of a paid-broadcasting contract.
 - 2) Matters concerning the receiving control by a conditional access system related to the provision of the service of paid digital broadcasting using artificial satellites.
 - 3) (Note 4) Card-user registration.
 - 4) Charging and collecting a paid-broadcasting charge, etc.
 - 5) Provision of information related to the service of paid digital broadcasting using artificial satellites (a notice concerning broadcast programs, etc., provision of information related to broadcasting contents, introduction of the service of paid broadcasting which our company provides, delivery of the broadcast program information magazine which our company or our company's agent issues (which might contain information related to the paid-broadcasting service which other broadcasters provide)).
 - 6) Contact and notification to any person in question.
 - 7) Response to the inquiry, complaint, etc. from any person in question.
 - 8) Audience survey aimed at improving the service of paid digital broadcasting using artificial satellites.
 - 9) Installation of a receiver and after-sale service.
 - 10) Processing of various statistics concerning the state of watching and listening to the service of paid digital broadcasting using artificial satellites.
 - 11) Provision of benefits to subscriber.
 - 12) Provision to a third party of subscribers' personal information related to the provision of the service of paid digital broadcasting using artificial satellites (however, this is limited to the provision of said information which falls under paragraph (3) of this article).
2. Our company shall not handle subscribers' personal information beyond the extent of the purpose of use prescribed in the preceding paragraph without obtaining the consent of any person in question except in the following cases:
- 1) When our company's handling of subscribers' personal information is based on laws and ordinances,
 - 2) When our company's handling of subscribers' personal information is necessary to protect human life, body, or property and when it is difficult to obtain the consent of any person in question,
 - 3) When our company's handling of subscribers' personal information is particularly necessary to promote the improvement of public health and the

sound upbringing of children and when it is difficult to obtain the consent of any person in question,

4) Any governmental organization, any local governmental body, or any person who is entrusted by it needs to our cooperation in fulfilling the clerical work prescribed by laws and ordinances and when obtaining the consent of any person in question might hinder the fulfillment of said clerical work.

3. Our company shall not provide subscribers' personal information which our company holds to any third party except in the cases listed below (the provision of subscribers' personal information to a third party shall not include the case in which subscribers' personal information is jointly used based on the provisions of the next article, and the case in which the handling of subscribers' personal information is entrusted to another person based on the provisions of Article 23). However, the same shall not apply to the case prescribed in each of the items of the preceding paragraph.

1) When any person in question agrees in writing, etc.

2) When our company notifies the following items to any person in question in advance or when our company sets forth the following items in Personal Information Handling Regulations so that any person in question may easily know them under the condition that the provision of subscribers' personal information to a third party is stopped in accordance with the request of any person in question:

a. To make the provision of subscribers' personal information to a third party the purpose of use,

b. To handle items of subscribers' personal information which is provided to a third party,

c. To implement means or method for providing subscribers' personal information to a third party, and,

d. To stop the provision of the subscriber's personal information to a third party in accordance with the request of any person in question.

3) When our company or our company's agent, or any person whom our company's agent designates provides subscribers' personal information to (Note 1) within the extent necessary for (Note 1) to make a card-user registration (including the case in which when any change occurs to the subscribers' personal information, our company or our company's agent, or any person whom our company's agent designates notifies (Note 1) to that effect and amends the registered information) on the occasion when any person makes an

application for subscription to our company or our company's agent, or any person whom our company's agent designates, and when our company or our company's agent, or any person whom our company's agent designates gives a necessary notification to (Note 1) on the occasion when our company or our company's agent, or any person whom our company's agent designates receives a notice of the loss of a (Note 4) card, etc. and a request for the exchange of a card, etc. from a subscriber.

4. Our company, when providing subscribers' personal information to a third party based on the provisions of the preceding paragraph, shall set forth the scope of the third party in Table 8 attached hereto.

5. When our company is requested by any person in question to notify the purpose of use of subscribers' personal information which our company holds, our company shall notify it to any person in question without delay. However, the same shall not apply when any person in question is kept in a position to know said purpose of use or when the notification of said purpose of use to any person in question falls under any of the following items, and when our company does not notify said purpose of use to any person in question, our company shall notify any person in question to that effect:

- 1) When there is a risk of damaging the life, body, property or any other rights and profits of any person in question or a third party,
- 2) When there is a risk of damaging the rights or justifiable profits of our company, or,
- 3) When any governmental organization, or any local governmental body needs to our cooperation in fulfilling the clerical work prescribed by laws and ordinances, and there is a risk of hindering the fulfillment of said clerical work.

(Joint Use of Subscribers' Personal Information)

Article 22.

Our company shall use subscribers' personal information (in this paragraph, as far as the matters that a subscriber notifies to our company when concluding a paid-broadcasting contract and the matters that a subscriber notifies to our company pursuant to Article 5 paragraph (4) are concerned, any specific items shall be set forth in Personal Information Handling Regulations) which our company handles for the purposes prescribed in paragraph (1) item i) to item xi) of the preceding article with our company's agent within the extent necessary for the business which our company's agent carries out as a agent to achieve said

purposes.

2. When our company does not approve an application for the paid-broadcasting contract based on the provisions of Article 5 paragraph (5) items ii) to item vii), or when our company rescinds the contract based on the provisions of Article 19 paragraph (1) or paragraph (4), our company shall jointly use with any other broadcaster or our company's agent the facts corresponding to the reason for the non-approval or the rescission and subscribers' personal information prescribed in Personal Information Handling Regulations out of the subscribers' personal information minimum necessary to identify the subscriber. In this case, the purpose of use of said information shall be limited to the judgment of whether the purpose of use falls under the requirements prescribed in Article 5 paragraph (5) or Article 19 paragraph (1) or paragraph (4).

3. In the case of paragraph (1) of this article, our company and our company's agent shall respectively assume the responsibility for managing subscribers' personal information which is jointly used, and in the case of the preceding paragraph, our company, our company's agent, and any other broadcaster shall respectively assume the responsibility for the subscribers' personal information that they handle. The name or appellation of any person who assumes the responsibility of managing subscribers' personal information shall be set forth in Personal Information Handling Regulations.

4. In addition to the cases prescribed in paragraph (1) to paragraph (3) of this article, when our company uses subscribers' personal information which our company holds jointly with another person, our company shall set forth in any Personal Information Handling Regulations the items of subscribers' personal information which is jointly used, the scope of any persons who jointly use the subscribers' personal information, the purpose of use by any person who uses subscribers' personal information and the name or appellation of any person who is responsible for managing the subscribers' personal information.

(Entrustment of Handling of Subscribers' Personal Information)

Article 23.

Our company may entrust another person with the whole or a part of the handling of subscribers' personal information.

2. Our company, when implementing the entrustment of the preceding paragraph, shall set forth the standards for selecting a trustee which shall

include taking appropriate measures for example, and for the safe management of subscribers' personal information preventing the leakage, loss, or damage of subscribers' personal information (hereinafter referred to as "safe management of subscribers' personal information"), and shall select a trustee based on said standards.

3. Our company shall conclude with the trustee selected in the preceding paragraph an appropriate contract which includes such matters as the measures to be taken for the safe management of subscribers' personal information, maintenance of secrecy, and any other necessary matters, and shall implement necessary and appropriate supervision for the trustee.

4. Our company shall include in the contract of the preceding paragraph the contents to the effect that the same measures as those prescribed in paragraph (2) and paragraph (3) shall be taken when the trustee of paragraph (1) re-entrusts someone else with the handling of the whole or part of subscribers' personal information.

(Measures for Safe Management)

Article 24.

For the safe management of subscribers' personal information, our company shall appoint a responsible person, make safe management regulations, supervise the employees and manage handling, which are all related to subscribers' personal information and take any other measures prescribed in Guidelines Article 10 to Article 15.

(Request for Disclosure by Any Person in Question)

Article 25.

Any person in question may request our company or our company's agent to disclose subscribers' personal information related to himself or herself which our company holds (when the subscribers' personal information does not exist, including notifying any person in question to that effect; the same shall apply hereinafter) in accordance with the procedures prescribed in Personal Information Handling Regulations.

2. Our company or our company's agent, when receiving the request of the preceding paragraph, shall disclose said subscribers' personal information to any person in question in writing (except when any person in question desires another method; the same shall apply hereinafter) without delay. However,

when the disclosure falls under any of the following items, our company or our company's agent may not disclose the whole or part of said subscribers' personal information:

- 1) When there is a risk of damaging the life, body, property or any other rights and profits of any person in question or a third party,
 - 2) When there is a risk of greatly hindering the proper fulfillment of the business of our company or our company's agent,
 - 3) When any other laws and ordinances are violated.
3. Notwithstanding the provisions of the preceding both paragraphs, when the disclosure of said subscribers' personal information falls under each item of Article 3 of the Enforcement Ordinance of the Law Concerning the Protection of Personal Information (Cabinet Ordinance No. 507 of 2003) on the ground that public welfare or any other interests would be damaged thereby, or when said subscribers' personal information is going to be deleted within six months, our company shall be able to reject the request for disclosure.
4. When our company does not disclose the whole or part of subscribers' personal information based on the proviso of paragraph (2) of this article and the provisions of the preceding paragraph, our company shall notify any person in question to that effect in writing without delay, and shall make efforts to explain the reason therefor.

(Request as to Stoppage of Use, etc. by Person in Question)

Article 26.

Any person in question may request our company or our company's agent to perform the acts listed below in accordance with the procedures prescribed in Personal Information Handling Regulations in order to secure the accuracy of the contents and the appropriateness of use of his or her own subscriber's personal information which our company holds:

- 1) Correction, addition, or deletion of his or her own subscriber's personal information on the ground that its contents are false,
- 2) Stoppage of use or extinction of said subscriber's personal information on the ground that said subscriber's personal information is handled in violation of the provisions of Article 21 paragraph (1) or paragraph (2),
- 3) Stoppage of provision of said subscriber's personal information to a third party on the ground that said subscriber's personal information is provided to a third party in violation of the provisions of Article 21 paragraph (3).

2. When our company admits that the request of the preceding paragraph is reasonable, our company shall take measures to meet the request without delay. However, when taking the measures to meet the request would incur large expenses or would be difficult in the case of item ii) or item iii) of the preceding paragraph, and when our company takes any other measures necessary to protect the rights and profits of any person in question, the same shall not apply.
3. Our company or our company's agent shall notify any person in question of the contents of the measures taken pursuant to the preceding paragraph (when said measures are not taken, notify any person of that effect) in writing without delay, and shall make efforts to explain the reason therefor.

(Confirmation of Any Person in Question and Request by Proxy)

Article 27.

Our company, when receiving the request of Article 21 paragraph (5), Article 25 paragraph (1), or Article 26 paragraph (1), shall confirm that the person making such a request is any person in question or his or her proxy specified in the following paragraph in accordance with the procedures prescribed in Personal Information Handling Regulations.

2. Any person in question may have his or her proxy make the request of Article 21 paragraph (5), Article 25 paragraph (1), or Article 26 paragraph (1).

(Commission Related to Request of Any Person in Question)

Article 28.

Our company or our company's proxy, when receiving the request of Article 21 paragraph (5) and Article 25 paragraph (1), shall charge the commission prescribed in Table 9 attached hereto.

2. The commission of the preceding paragraph may be collected together with a paid-broadcasting charge for the month when our company notifies or discloses the subscriber's personal information to any person in question (limited to a subscriber in this paragraph).
3. The procedures related to the commission for cases other than those prescribed in the preceding paragraphs shall be set forth in Personal Information Handling Regulations.

(Complaint Processing)

Article 29.

Our company shall make efforts to appropriately and promptly process complaints concerning the handling of subscribers' personal information.

2. The procedures for complaint processing of the preceding paragraph shall be set forth in Personal Information Handling Regulations.

(Reception Window for Request and Complaint, etc. Made by Any Person in Question)

Article 30.

Our company shall receive requests based on Article 21 paragraph (5), Article 25 paragraph (1), or Article 26 paragraph (1), complaints based on the preceding article, and any other inquiry concerning the handling of subscribers' personal information at the following window:

(Note 22)

(Retention Period)

Article 31.

Our company and our company's proxy shall set forth the retention period of subscribers' personal information which our company holds in Table 10 attached hereto, and our company shall delete the subscribers' personal information which exceeds said period without delay. However, the same shall not apply when the subscribers' personal information must be retained based on the provisions of laws and ordinances.

(Measures to Be Taken When Subscribers' Personal Information Is Leaked, etc.)

Article 32.

When subscribers' personal information which our company handles is leaked, our company shall make efforts to promptly notify any person in question of all the facts except when it is difficult to get in contact with any person in question, for example, because our company does not know his or her contact address.

2. When subscribers' personal information which our company handles is leaked, lost or damaged, our company shall make efforts to promptly announce all the facts and measures for striving to prevent such accidents from occurring again.

3. The same shall not apply when the notification or announcement of the preceding both paragraphs falls under Article 25 paragraph (2) items 1 to 3.

Chapter 8. Miscellaneous Provisions

(Agent of Our Company, etc)

Article 33.

In regard to the exercise of rights and fulfillment of liability related to a paid-broadcasting contract, our company shall select and appoint (Note 23) our company's agent.

2. The application and termination of a paid-broadcasting contract and the notification from our company concerning a paid-broadcasting contract, such as the paid-broadcasting charge, etc. which must be paid shall be implemented by our company's agent or any person whom our company's agent designates unless otherwise specified.

3. When our company or our company's agent entrusts a trustee with an agency business of a paid-broadcasting contract, a business of charging a paid-broadcasting charge, etc. to provide subscribers with the service of paid digital broadcasting using artificial satellites, said trustee might simultaneously carry out a business of charging and collecting charges for specified transactions between our company and subscriber (which are the transactions related to broadcasting, communications, etc. for which our company deems it necessary and appropriate to increase the subscriber's convenience in said transactions and which our company specifies as such) and a business concomitant with it.

(Assignment of Rights)

Article 34.

The subscriber shall not implement the assignment, pledging, lending or any other disposition of the whole or part of the rights and obligations in the paid-broadcasting contract and any other position in the paid-broadcasting contract.

(Succession of Position in Contract)

Article 35.

The subscriber's position in his or her paid-broadcasting contract shall be succeeded by the succession of the paid-broadcasting contract.

2. Any person who has succeeded to the subscriber's position in a paid-broadcasting contract (hereinafter referred to as "successor") shall

promptly notify the fact of the succession and the matters specified by our company to our company, our company's agent, or any person whom our company's agent designates in accordance with the method specified by our company, and when said paid-broadcasting contract is related to the service of paid digital broadcasting using artificial satellites in which the lowest age of the people who are permitted to watch and listen to said broadcasting is determined, the successor shall submit a certificate certifying that his or her age is equal to or more than the lowest age of the people who are permitted to watch and listen to said broadcasting.

3. When the successor does not submit a certificate certifying that his or her age is equal to or more than the lowest age of the people who are permitted to watch and listen to said broadcasting, or when the successor has not reached the lowest age of the people who are permitted to watch and listen to said broadcasting, our company might stop the service of paid digital broadcasting using artificial satellites related to said paid-broadcasting contract and rescind the paid-broadcasting contract.

4. When the paid-broadcasting contract is rescinded based on the provisions of the preceding paragraph, our company shall repay the paid-broadcasting charge based on Table 6 attached hereto.

Table 1 (related to Article 4, Article 7 and Article 12) (Note 26)

Name of the service of paid digital broadcasting using artificial satellites	Hours of paid broadcasting	Total hours of broadcasting

Table 2 (related to Article 7) (Note 27)

EPG specified by our company

Table 3 (related to Article 8) (Note 28)

Method of an individual application

Table 4 (related to Article 9) (Note 29)

Method of watching and listening to the service of paid digital broadcasting using artificial satellites in which the lowest age of the people who are permitted to watch and listen to said broadcasting is determined

Table 5 (related to Article 12) (Note 30)

Method of payment and payment date

Table 6 (related to Article 14, Article 18, Article 19, and Article 35) (Note 31)

Repayment of a paid-broadcasting charge

The repayment of a paid-broadcasting charge shall be based on the following calculation expression. When a repayment commission is required, our company shall repay the amount obtained by subtracting the repayment commission from the amount obtained by the following calculation expression:

$$\begin{array}{l}
 \text{(A paid-broadcasting charge paid in a lump sum)} \times \frac{\begin{array}{l} \text{(Number of months related to lump-sum payment)} \\ \text{—} \\ \text{(Number of months when a subscriber has already watched and listened the paid-broadcasting)} \end{array}}{\text{(Number of months related to lump-sum payment)}}
 \end{array}$$

Table 7 (related to Article 18) (Note 32)

Rescission for which a rescission commission must be paid

Table 8 (related to Article 21) (Note 33)

Scope of a third party to whom our company provides subscribers' personal information

Table 9 (related to Article 28) (Note 34)

Kind of request made by any person in question	Commission

Table 10 (related to Article 31) (Note 35)

Kind	Retention period

Note 1.

The abbreviation of the company described in the meaning of wording in Article 3 item ix) shall be described.

Note 2.

The name of the company which manages a conditional access system of the service of paid digital broadcasting using artificial satellites shall be described.

Note 3.

The name or appellation of any person who specifies the technical standards of receiving equipment shall be described.

Note 4.

The name or appellation of the card which the company of Article 3 item ix) rents shall be described.

Note 5.

The provisions of Article 3 item vi) to item viii), Article 5 paragraph (1) proviso and paragraph (5) item i), Article 8, Article 9, Article 11 paragraph (2), Article 12 paragraph (7) proviso and paragraph (8), Article 14 paragraph (4), Article 17, Article 18 paragraph (1) proviso and paragraph (2), Article 19 paragraph (2) item v), Article 35 lower part of paragraph (2), paragraph (3) and paragraph (4), Table 3, and Table 4 shall apply only to the broadcaster who provides the service of paid digital broadcasting using artificial satellites.

Note 6.

The provisions of Article 3 item xvii) shall not apply when there is no

corresponding service. In this case, said provisions shall be read as follows.

Provisions, etc. to be read differently	Words to be read differently	New words to be used for words to be read differently
Article 12 paragraph (7)	When any other service is continuously provided, or when there is a separate contract	When there is a separate contract
Article 18 paragraph (3)	Other service or a separate contract	A separate contract

Note 7.

“The manner specified by our company” in Article 5 paragraph (3) may be replaced by a specific notification method.

Note 8.

When our company or our company’s agent holds the card, Article 10 paragraph (1) shall be changed as follows.

Article 10 The subscriber shall install, maintain and manage the receiver and card (Note 4) on his or her own responsibility, and shall receive the service of paid digital broadcasting using artificial satellites through the receiver and card, and our company and our company’s agent shall not assume any responsibility for any defect of the receiver.

Note 9.

Article 11 paragraph (2), Article 17, and Article 19 paragraph (2) item v) shall not apply to the broadcasting which is conducted using the frequencies for a Broadcasting Satellite Service.

Note 10.

When the basic fee out of the paid-broadcasting charge is not set, the following provisions shall be read as follows.

Provisions, etc. to be read differently	Words to be read differently	New words to be used for words to be read differently
Article 12 paragraph (1)	A basic fee and an subscription fee	A subscription fee
Article 12 paragraph (7)	(When any other service is continuously	(Deleted)

	<p>provided, or when there is a separate contract, the basic fee shall be excluded; the same shall apply in Article 14 paragraph (3))</p>	
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Note 11.

The day when the paid-broadcasting charge, etc. which the subscriber must pay is notified to the subscriber, etc. shall be described.

Note 12.

The part in which “pack-set” is prescribed in Table 1 shall be described.

Note 13.

The rate of overdue interest, not exceeding an annual rate of 30%, shall be described.

Note 14.

A period not exceeding one month from the day when the subscriber begins the suspension shall be described in Article 14 paragraph (1). A period not exceeding one month from the day when the subscriber rescinds the paid-broadcasting contract shall be described in the early part of Article 18 paragraph (1). The time when the paid-broadcasting contract is rescinded shall be described in the latter part of Article 18 paragraph (1).

Note 15.

The broadcaster may not apply Article 14 and Table 6 related to Article 14 at its discretion.

Note 16.

“or the card (Note 4)” in Article 16 item iii) shall be deleted when our company or our company’s agent holds the card.

Note. 17.

Concerning Article 18 paragraph (1), when the subscriber rescinds the paid-broadcasting contract in the same month as the month when he or she

notifies the rescission of the contract, “no later than (Note 14)” shall be deleted. In this case, the broadcaster may insert the following paragraph after Article 18 paragraph (5) at its discretion. (Number of months not exceeding three months shall be described in ().)

6. When the subscriber rescinds the paid-broadcasting contract based on paragraph (1) of this article, the subscriber shall pay the paid-broadcasting charge corresponding to () months if the contract period is less than () months.

Note 18.

Article 14 paragraph (4), Article 18 paragraph (3) and Article 35 paragraph (4) shall not apply to the broadcaster from whom a paid-broadcasting charge to be paid in advance does not arise in terms and conditions of a paid-broadcasting contract, and Article 19 paragraph (6) shall be changed as follows.

6. When the contract is rescinded based on paragraph (4) of this article, our company shall charge the subscriber a paid-broadcasting charge for the month when the contract is rescinded.

Note 19.

The broadcaster may not apply Article 18 paragraph (4) and paragraph (5) at its discretion. In this case, Article 18 paragraph (4) shall be changed as follows.

4. When the subscriber rescinds the paid-broadcasting contract based on paragraph (1) of this article and concludes a paid-broadcasting contract with our company again, our company shall handle said contract as a new paid-broadcasting contract.

Note 20.

The place in which the Personal Information Handling Regulations are made public (address of a homepage, bulletin board, etc.) shall be described.

Note 21.

The broadcaster may not apply Article 28 and Table 9 at its discretion.

Note 22.

The name of the reception window, the postal address and the contact address (telephone number, facsimile number, e-mail address, etc.) shall be described.

Note 23.

The name or appellation of our company's agent shall be described. However, Article 33 paragraph (1) shall not apply to the broadcaster who does not select our company's agent. In this case, the provisions of Article 3 item xvi) and item xviii) and Article 22 paragraph (1) to paragraph (3) shall not apply; "our company's agent" in the Agreement Clauses shall be deleted; "any person whom our company's agent designates" shall be amended to "any person whom our company designates"; and "(including our company's agent)" in Article 11 paragraph (1) and Article 16 item iii), "or a separate contract" in Article 12 paragraph (7) and Article 18 paragraph (3), and "(which might contain information related to the paid-broadcasting service which other broadcasters provide)" in Article 21 paragraph (1) item v) shall be deleted.

Note 24.

The broadcaster may change "any person whom our company's agent designates" in Article 5 paragraph (1), paragraph (3) and paragraph (4), Article 9 paragraph (3), Article 11 paragraph (1), Article 12 paragraph (2) and paragraph (5), Article 14 paragraph (1) and paragraph (2), Article 18 paragraph (1), Article 21 paragraph (3) item iii), Article 33 paragraph (2) and paragraph (3), and Article 35 paragraph (2) to "any person whom our company designates" at its discretion, or may delete it. The broadcaster may also delete the words that are read differently in Note 23 at its discretion.

Note 25.

The broadcaster may not apply Article 33 paragraph (2) and paragraph (3) at its discretion.

Note 26.

The name of the service of paid digital broadcasting using artificial satellites, paid-broadcasting hours and total broadcasting hours shall be described.

Note 27.

The name or appellation of the person who conducts EPG broadcasting, frequency, etc. shall be described.

Note 28.

The method of an individual application shall be described.

Note 29.

The method for watching and listening to the service of paid digital broadcasting using artificial satellites in which the lowest age of the people who are permitted to watch and listening to said broadcasting is determined shall be described.

Note 30.

The method of payment and payment date of a paid-broadcasting charge, etc. shall be described.

Note 31.

The broadcaster may use one of the following calculation expressions at its discretion.

1.
$$\frac{\text{(A paid-broadcasting charge paid in a lump sum)} \times \frac{\text{(Number of broadcast programs related to lump-sum payment)} - \text{(Number of broadcast programs which a subscriber has already watched and listened to)}}{\text{(Number of broadcast programs related to lump sum payment)}}}{\text{(Number of broadcast programs related to lump sum payment)}}$$
2. (A paid-broadcasting charge paid in a lump sum) - (total sum of the subscription fees of individual broadcast programs which a subscriber has already watched and listened to)

Note 32.

When there is any rescission for which a rescission commission must be paid, a special case related to said rescission shall be described.

Note 33.

Concerning the scope of a third party to whom our company provides subscribers' personal information, the name or appellation of the third party, and any other information which can identify objectively the third party to whom our company provides subscribers' personal information shall be described.

Note 34.

The kind of disclosure and any other request as well as a commission shall be

described.

Note 35.

The kind of subscribers' personal information and the period for retaining it shall be described.

Note 36.

When a subscriber is receiving the service of paid analog broadcasting using artificial satellites and makes an application for a contract under which he or her receives the service of paid digital broadcasting using artificial satellites, the broadcaster may add the following paragraph at its discretion.

Addition of the following paragraph after Article 5 paragraph (5)

6. Any person who has concluded a contract under which he or she receives the service of paid analog broadcasting using artificial satellites (hereinafter referred to as "paid analog broadcasting contract") which our company provides may shift to a paid-broadcasting contract by applying to our company, our company's agent, or any person whom our company's agent designates in the manner separately specified by our company. In this case, the application fee need not be paid. When there is any money which has been paid in advance based on the paid analog broadcasting contract before shifting, the money shall be appropriated for a paid-broadcasting charge of the paid-broadcasting contract.

Addition of the following paragraph after Article 18 paragraph (5)

6. When there is any money which has been paid in advance based on the paid analog broadcasting contract before shifting the contract based on Article 5 paragraph (6), and the contract is rescinded based on paragraph (1) of this article, our company shall repay the paid-broadcasting charge based on the provisions of Table 6.

Note 37.

Concerning the provisions related to the IC-embedded card defined in Article 3 item xi) which controls a receiver by being inserted into the receiver, when the provisions of the Agreement Clauses cannot apply because the agreement clauses for permitting the use of said card have not been established, relevant provisions shall be read, deleted or added as shown in the following table until September 30, 2005. When the broadcaster itself manages the conditional access

system for the service of paid digital broadcasting using artificial satellites, the broadcaster shall read, delete or add relevant provisions as shown in the following table at its discretion. The broadcaster, when reading the relevant provisions differently, shall accordingly apply the selection, description, addition or deletion based on Note 1 to Note 36.

Provisions, etc. to be read differently	Words, etc. to be read differently	New words, etc. to be used for words, etc. to be read differently
Article 3 item ix)	9) (Note 1)	(Deletion)
	A company which manages the conditional access system for service of paid digital broadcasting using artificial satellites. The abbreviation of (Note 2)	
Article 4 paragraph (1)	for each (Note 4) card	(Deletion)
Article 10 paragraph (1)	The subscriber shall install, maintain, and manage the receiver and (Note 4) card on his or her own responsibility, and shall receive the service of paid digital broadcasting using artificial satellites through the receiver and card, and our company and our company's agent shall not assume any responsibility for any defect of the receiver and (Note 4) card.	The subscriber shall install, maintain, and manage the receiver and (Note 4) card on his or her own responsibility, and shall receive the service of paid digital broadcasting using artificial satellites through the receiver and card, and our company and our company's agent shall not assume any responsibility for any defect of the receiver.
Article 10 paragraph (2)	2. The ownership of the (Note 4) card used to receive the service of paid digital broadcasting using artificial satellites shall belong to (Note 1), and only the applicant for subscription who has agreed to the "agreement clauses for permitting the use of the (Note 4) card" which are set forth by (Note 1) can conclude	(Deletion)

	the paid-broadcasting contract. The “agreement clauses for permitting the use of the (Note 4) card” shall apply to the lending, loss, reissuance and return of the (Note 4) card.	
Article 10 paragraph (3)	3. When the subscriber has lost the (Note 4) card or the (Note 4) card has been stolen, the subscriber shall submit a necessary notification, etc. promptly in accordance with the “agreement clauses for permitting the use of the (Note 4) card.” When the (Note 4) card has been used by a third party before this notification is received, the charge, etc. of paid broadcasting prescribed in Article 12 paragraph (1) related to the use of the (Note 4) card shall be paid by the subscriber.	(Deletion)
Article 11 paragraph (3)	3. When any audio-visual trouble occurs due to malfunction of the (Note 4) card, (Note 1) shall replace the defective card by a normal card on its own responsibility based on the “agreement clauses for permitting the use of the (Note 4) card” set forth by (Note 1).	3. When any audio-visual trouble occurs due to malfunction of the (Note 4) card lent to the subscriber, our company shall replace the defective card by a normal (Note 4) card. However, if the trouble is due to the act of the subscriber or the receiver, the expenses that our company has spent for examining the cause of the trouble or implementing measures for the trouble shall be borne by the subscriber.
Article 15 paragraph (1) item i)	1) The acts prohibited in the “agreement clauses for permitting the use of the (Note 4) card” such as modification, falsification, etc. of the (Note 4) card, modification and	1) Modification and falsification of the (Note 4) card and the receiver, and the act of watching and listening to the service of paid digital broadcasting using artificial

	falsification of the receiver, and the act of watching and listening to the service of paid digital broadcasting using artificial satellites without using the (Note 4) card	satellites without using the (Note 4) card
Article 16 item iii)	3) Trouble ascribed to the act of the subscriber or a third party other than the subscriber and our company (including our company's agent), or ascribed to the receiver or the (Note 4) card	3) Trouble ascribed to the act of the subscriber or a third party other than the subscriber and our company (including our company's agent), or ascribed to the receiver
Article 21 paragraph (3) item iii)	3) When our company or our company's agent, or any person whom our company's agent designates provides subscribers' personal information to (Note 1) within the extent necessary for (Note 1) to make a card-user registration (including the case in which when any change occurs to the subscribers' personal information, our company or our company's agent, or any person whom our company's agent designates notifies (Note 1) to that effect and amends the registered information) on the occasion when any person makes an application for subscription to our company or our company's agent, or any person whom our company's agent designates, and when our company or our company's agent, or any person whom our company's agent designates gives a necessary notification to (Note 1) on the occasion when our company or our company's agent, or any person whom our company's	(Deletion)

	<p>agent designates receives a notice of the loss of a (Note 4) card, etc. and a request for the exchange of a card, etc. from a subscriber.</p>	
<p>The following four articles to be added after Article 10</p>		<p>(Lending of (Note 4) Card) Article 11 Our company shall lend one (Note 4) card through our company's agent. However, when the subscriber has already used the (Note 4) card by having concluded a contract for other service or a separate contract, our company shall no longer lend the (Note 4) card. 2. Since the ownership of the (Note 4) card belongs to our company's agent, the subscriber shall manage the (Note 4) card with the care of a good manager until the contract terminates. The (Note 4) card might be replaced at the judgment of our company or our company's agent. 3. The subscriber shall not be able to implement the lending, transfer, pledging or any other disposition of the (Note 4) card. (Loss, etc. of (Note 4) Card) Article 12 When the subscriber has lost the (Note 4) card or the (Note 4) card has been stolen, the subscriber shall promptly notify our company or our company's agent, or any person whom our company's agent designates to that effect. 2. Our company or our company's agent, or any</p>

		<p>person whom our company's agent designates, when receiving the notification, shall make said (Note 4) card null and void promptly. However, when the (Note 4) card has been used by a third party before the notification is received, the paid-broadcasting charge, etc. related to said (Note 4) card prescribed in Article 16 paragraph (1) shall be borne by the subscriber.</p> <p>(Reissuance of (Note 4) Card) Article 13 Our company shall reissue the (Note 4) card through our company's agent only when our company deems it appropriate to reissue the (Note 4) card. In this case, the subscriber shall pay the card reissuance commission which our company notified details of to the Minister for Internal Affairs and Communications.</p> <p>(Return of (Note 4) Card) Article 14 The subscriber, when terminating the paid-broadcasting contract, shall return the (Note 4) card to our company's agent in accordance with its request. However, the same shall not apply when the subscriber has concluded a contract for another service or a separate contract.</p>
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Note 38.

When any selection, addition or deletion based on any Note is implemented, the numbers of articles and paragraphs shall be renumbered in series accordingly.

