

< Terms and Conditions for Sunny Maid Service Express Plan (Business to Accept Foreigners Conducting Housekeeping Services) >

These Terms and Conditions (hereinafter referred to as “these Terms”) apply to the “Sunny Maid Service Express Plan” (hereinafter referred to as “the Service”) to be supplied by NICHIGAKKAN CO., LTD. (hereinafter referred to as “the Company”) in accordance with the System to Accept Foreigners Conducting Housekeeping Services in National Strategic Special Zones.

Article 1 Definitions

In these Terms, the meaning of the terms listed in the following items shall be as prescribed respectively in those items.

- 1) Applicant: a person who has applied to receive the Service (an Applicant as referred to in the “Service Application Form for Sunny Maid Service”)
- 2) User: a person who receives the Service (a User as referred to in the “Service Application Form for Sunny Maid Service”)
- 3) Customer: a collective term for Applicants and Users
- 4) Branch: a branch of the Company responsible for serving a Customer
- 5) Manager: an employee of the Company who manages the provision of the Service
- 6) Service Staff: staff members who provide the Service

Article 2 Service agreement

- 1) The contents of these Terms shall apply to the individual agreement regarding the Service to be concluded between the Customer and the Company (hereinafter referred to as “the Service Agreement”); provided, however, that if any special agreement other than these Terms is made in the Service Agreement entered into with the Customer, such special agreement shall prevail.
- 2) The Company shall presume that the Customer understands and accepts the contents of these Terms when he or she files an application for the Service over the phone.

Article 3 Service contents/Methods of provision

- 1) The contents of the Service to be undertaken or supported by the Company shall be selected by the Customer from such items stipulated in the Order for Enforcement of the National Strategic Special Zones Act as housekeeping services to be conducted in the zones in which the housekeeping support activities are permitted in the zoning plan under the National Strategic Special Zones Act (hereinafter referred to as “the Service Zones”), which are:
 - (1) Laundry
 - (2) Cleaning
 - (3) Other than the items listed in (1) and (2), necessary chores required to carry out daily lives in homes, such as packing, preparation of beds and the garden maintenance (including yard cleaning and weeding).
- 2) The Service shall be provided by two Service Staff working as a pair. (Please contact the Company if you require three or more Service Staff.)
- 3) Service Staff have sufficient ability to communicate in Japanese or other languages (such as English).
- 4) If our service providing staffs are foreign citizen, and also have not obtained JLPT N4 or higher certification of Japanese Language Proficiency Test, the Customer shall separately agree to the service provision by our service providing staffs whom do not possess N4 or higher of the Japanese Language Proficiency Test.
- 5) Providing the Service at an unoccupied house is not accepted. The Customer is required to stay at home during services.

Article 4 Services that may not be rendered

The Company shall not undertake the following services.

- 1) Service provided outside the Service Zones
- 2) Riding together in or driving a vehicle owned by the Customer
- 3) Service provided by using bicycles
- 4) Conclusion of an individual or personal agreement made with Service Staff
- 5) Activities related to a specific religion or politics
- 6) High-place services (e.g. wiping down skylights, cleaning light fixtures installed in vaulted ceilings, and other work performed in areas higher than the standard ceiling height in a typical residence)
- 7) Services involving hazards (moving heavy objects, pest and vermin extermination, work in environments where there is a risk of heat stroke, etc.)
- 8) Work with equipment and chemicals that require specialized knowledge and skills
- 9) Assembly of furniture and appliances
- 10) Acts related to medical care
- 11) Acts which are determined to be nursing activities by the Company
- 12) Cash deposit, withdrawal, remittance, or transfer at a financial institution, etc., or keeping of cash cards or bankbooks on behalf of the Customer
- 13) Assistance for business (such as farm work or customer services at private shops)
- 14) Handling of a large amount of cash or valuables, including keeping of payment cards such as credit cards, pre-paid cards or the like
- 15) Taking care of pets
- 16) Baby-sitting work for pre-school children (under elementary school age)
- 17) Hazardous to the health and safety of employees, etc., or otherwise deemed unacceptable by the Company.

Article 5 Usage fee

In consideration of the Service, the Customer shall pay the usage fee to the Company calculated based on the <Fee schedule> separately set forth by the Company.

Article 6 Other expenses

- 1) The cost of the revenue stamp to be affixed to the copy of the Service Application Form for Sunny Maid Service to be retained by the Customer shall be borne by the Customer.
- 2) In regard to the items such as cleaning tools and supplies, electricity, water and gas which are necessary to provide the Service, those available at the Customer's home shall be used, and the costs therefor shall be borne by the Customer.

Article 7 Rescheduling or cancellation of the Service and the fee therefor

- 1) The Company shall not accept rescheduling of the Service to any other date. The change of the time of the Service within the same day may be accepted only if it is possible to arrange for Service Staff to work; however, please understand that the Company may not respond to such requests.
- 2) If the Service is cancelled by the Customer, such Customer will be charged the full service amount as a cancellation fee.

Article 8 Points to acknowledge when using the Service

- 1) In using the Service, the Customer needs to acknowledge the following matters.
 - (1) In order to enhance service quality and avoid an accident or trouble, a Branch may ask for the details about the Customer's request.
 - (2) Work may be carried out while keeping windows, the front door or the like open during work such as cleaning, etc.
 - (3) Tips and gratuity, etc. to Service Staff are not accepted.
 - (4) With regard to activities or items which are prohibited due to the Customer's lifestyle, health condition (allergy, etc.), religious reasons,

etc., or which require extra care, please notify the Company in advance.

- (5) If the Customer is infected with, or suspected of being infected with, an infectious disease as defined under the Law Concerning Prevention of Infectious Diseases (Infectious Disease Control Law), please notify the Company in advance.

2) Service contents

- (1) Images displayed in advertisement materials for the Service are only for illustrative purposes and may differ from actual items.
- (2) The Service will be carried out in accordance with the contents and estimated time of the Service approved by the Customer when an application for the Service is made.
- (3) The Company shall not accept any change of the items or contents of the Service (including extension of the Service) on the date of the Service.
- (4) If any discrepancy between the conditions estimated before providing the Service and the actual conditions is found, the Company may request the Customer to change the agreed upon contents of the Service after mutual consultation.

3) Matters concerning valuables, etc.

- (1) Before the implementation of the Service, the Customer's cash money, securities, cash vouchers, bankbooks, cash cards, precious metals, high-value items, certified stamps, documents that may be used as identity certificates, and other valuables must be securely stored in a lockable location by the Customer. If storage is not possible, the Customer should move these items to a location where Service Staff will not have access. If moving the items is difficult, they should be kept out of reach of Service Staff, ensuring that the Customer manages them with strict care. In the event of loss or damage due to failure to store, secure, or manage these items, the Company shall not be responsible therefor except in cases of intentional misconduct or gross negligence by the Company.
- (2) Depending on the conditions of the place of Service, the Customer may be requested to move items. The Customer is required to move valuables and fragile items located in the place of Service in advance to a place where Service Staff may not enter. If it is difficult to move them, the Customer needs to take measures to avoid access by Service Staff. If there are any items for which extra care is required when handling or which are already broken, the Customer must notify the Branch thereof in advance.
- (3) The Company shall not keep valuable items by any means. In addition, the Company shall never ask about the place where valuable items are kept.

Article 9 Records of the Service provision

The Company will record the details of the services provided in a "Service Implementation Report" or similar document each time the service is provided and will share it with the Customer accordingly.

Article 10 Term of the Service Agreement

A Service Agreement shall be concluded for each Service.

Article 11 Payment of usage fee

- 1) For the Service, payments shall be made by deferred payment (NP postpaid). The usage fee shall be invoiced to the Customer each time after the Service is provided, thus, please make payment within two weeks after the invoice is issued.
Please note that any bank transfer fees incurred shall be borne by the Customer.
- 2) If the Company is unable to confirm payment by the Customer, the Company will again request payment and the necessary procedures for payment from the Customer.

Article 12 Amendments

- 1) The Company shall be entitled to change the conditions of fees of any kind (including the service fee, transportation, cancellation fee and other charges related to the Service) and any other clauses of these Terms or the Service Agreement due to amendment to or abolition of applicable laws, changes in economic environment or increase or decrease of taxes and dues (including consumption tax) and, if the Customer receives the Service provision without objecting thereto after given notice or announcement thereof by the Company, the Company shall deem that the Customer has approved the changed contents.
- 2) The Customer is required to notify the Branch promptly when the Customer changes address or when any other change occurs regarding matters which relate to the contents of these Terms or the Service Agreement.

Article 13 Complaint notice and inquiry

The Customer may notify the Company of a complaint or make an inquiry whenever the Customer has a complaint or dispute about the Service.
<Complaint and consultation contact: Customer Center (0120-32-2017) 【Available only in Japanese】 or the Branch>

Article 14 Protection of confidential information or personal information

- 1) The Company shall abide by confidentiality obligations regarding secrets and personal information of the Customer and the Customer's family, etc. which have been acquired in the course of operation and shall handle personal information properly. In addition, such confidentiality obligation shall subsist during employment as well as even after retirement, and the Company shall take necessary measures so that Service Staff abide by such confidentiality obligations.
- 2) The Company may acquire and handle personal information of the Customer and the Customer's family, etc. within the necessary scope. The acquired information shall be used for the following purposes.

<Usage purpose of personal information>

- (1) The provision of the Service
 - (2) Invoicing of the usage fee to the Customer and the Customer's family, etc.
 - (3) Provision of information of the Company group and other useful information to the Customer and the Customer's family, etc.
 - (4) Contacting the Customer and conducting a customer satisfaction survey, etc.
 - (5) Use for statistical data to the extent that a specific individual person cannot be identified.
- 3) If the Customer uses our mobile payment or deferred payment service, the Company will provide the Customer's personal information to our partner companies to the extent necessary for the provision, management, and operation of this service.
 - 4) The Company may provide acquired personal information to our group companies and external contractors, under our supervision, for the purpose of outsourcing telephone and e-mail communications, as well as shipping services, in connection with the provision of information or our group and other useful content.
 - 5.) When this contract is concluded via our business partner, the Company may provide a part of the acquired personal information to the business partner to the extent necessary for business purposes, such as billing for service use and reporting to the business partner regarding the results of service use.

Article 15 Prohibited matters

The following acts and those acts similar thereto are prohibited during the Service. If any of the following acts are found when the Company provides the Service, the Service may be suspended, and the event may be reported to the police depending on the situation.

- 1) Expressions or acts falling under discrimination based on race, ethnic group, religion or gender, or acts of sexual harassment, threat, intimidation, menace, etc., or requests for preferential treatment unrelated to Services to a Manager or Service Staff.
- 2) Acts that infringe upon the human rights of a Manager or Service Staff such as damaging the lives, bodies, mental health or property of a Manager or Service Staff.
- 3) The Customer's consumption of alcohol during the Service, use of the Service while intoxicated, or any other statements or acts that may affect a Manager or Service Staff's performance of the Service.
- 4) Acts requiring Service Staff to live in the residence of the Customer, etc.
- 5) Any acts requiring Service Staff who provided the Service to work under the control of the Customer or the Customer's family during the

term of the Service Agreement or any acts of direct employment or any similar act of incitement, solicitation or extraction of Service Staff after the expiration thereof.

6) Other Acts which are contrary to these Terms.

Article 16 Cancellation right of the Customer

- 1) The Customer may immediately cancel the Service Agreement when it becomes difficult to continue the Service Agreement, such as if the Company damages the lives, physical or mental health, or property, etc. of the Customer or the Customer's family.
- 2) The Customer may immediately cancel the Service Agreement when an unlawful act or default in performing obligations without a due reason occurs concerning provision of the Services to the Customer.

Article 17 Cancellation rights of the Company

- 1) The Company may immediately cancel the Service Agreement when it becomes difficult to continue the Service Agreement, such as if the Customer or the Customer's family breaches any of the clauses 1) to 6) of Article 15.
- 2) If it is found that the Customer or the Customer's family has directly employed any Service Staff or has directly ordered services from Service Staff without the approval of the Company, the Company may terminate the Service Agreement at its sole discretion.
- 3) When the Company determines that the provision of the Service cannot be continued because the trusting relationship between the Customer/the Customer's family and the Company was damaged and the recovery of such trust is difficult, the Company it may cancel the Service Agreement.
- 4) The Company may cancel the Service Agreement by providing notice to the Customer, when the Customer does not use the Service for a given period and the Customer does not contact the Branch.
- 5) The Company may cancel the Service Agreement in its judgment if there are any unavoidable circumstances and when a written notice in which a reason for canceling the agreement is written is delivered to the Customer.
- 6) The cancellation made in accordance with the five preceding clauses shall not prevent the Company from claiming damages in accordance with Article 19, Clause 6 hereof.

Article 18 Exclusion of Anti-Social Forces

- 1) Neither the Company nor the Customer shall declare and affirm that the other party be a crime syndicate, a member of a crime syndicate, individuals who have not been out of such groups for less than five years, a quasi-constituent of a crime syndicate, a person related to a crime syndicate, a general meeting house, or any other person equivalent thereto (hereinafter referred to as "Anti-Social Forces"), nor shall they make violent demands, unreasonable demands beyond their legal responsibility by themselves or using a third party, interfere with the other party's business by spreading rumors, using false information or power, or damage the other party's credibility.
- 2) If either the Company or the Customer is found to have made a representation contrary to the assurances in the preceding paragraph, or if the other party has acted in violation of the assurance in the preceding paragraph, the Company or the Customer may terminate this Agreement without any notice, and shall not be required to make any compensation or indemnity to the other party for any damage incurred by the other party.

Article 19 Delinquent charge

When the Customer fails to pay the usage fee for the Service, the Customer shall pay a delinquent charge at the rate of 14.6 percent per annum for delayed amounts to the Company for the period from the day following the due date to the day when payment is made.

Article 20 Damage compensation

- 1) In providing the Service to the Customer, if the Company damages the lives and body or assets of the Customer or the Customer's family, etc. due to a reason attributable to the Company, the Company shall compensate the damage within a reasonable range. Provided, however, if there is negligence on the part of the Customer or the Customer's family, the Company may be exempt from liability or the amount of compensation may be reduced.
- 2) Regarding the compensation amount for damages caused by the Service Staff's minor negligence (excluding gross negligence), the Company will compensate up to the amount received from the insurance company based on the liability insurance in which the Company is enrolled, as deemed appropriate by the Company in providing this service. The scope of the Company's liability for damages is limited to direct and ordinary damages, and does not include lost profits, special damages, indirect damages, etc. (including but not limited to attorney fees, damages incurred by the Customer due to the time taken to address the circumstances related to the compensation for damages, communication costs and telephone charges incurred in relation to the circumstances, and costs related to compensation for items that have been manufactured for more than nine years).
- 3) The determination of whether the negligence lies with the Company, the Company's designated manager, or the Service Staff providing the Service, as well as the proportion of such negligence, will generally be entrusted to the investigation results of a third-party organization designated by the Company. The Company will not bear the costs of investigations or responses conducted by a third-party organization specified and independently carried out by the Customer. However, this does not apply if a third-party organization is designated through prior consultation and mutual agreement between the Company and the Customer
- 4) Compensation for damage to articles shall be generally made by restoration to the original state, and such restoration or repair shall be performed by professionals in general.
- 5) When repair or restoration is not possible, the damage compensation amount basically shall not be the price at the time of purchase but shall be the current market price (an amount considering the purchase price, the number of years used and the durable lifespan). As a result, for an article which was purchased many years ago, the damage may not be compensated.
- 6) With regard to an article for which special care is needed, the Customer is required to notify the Company in advance. If not, damage may not be compensated.
- 7) With regard to an activity or an item which is prohibited or requires special care due to the Customer's lifestyle, health condition (allergy, etc.) or a religious reason, etc., the Customer is required to notify the Company in advance. If the Company damages the physical or mental health of the Customer due to no notification being given in advance, the Company shall not be responsible therefor.
- 8) If the Customer or the Customer's family violates of any of the provisions of Article 15 (1) ~ (6), etc. and damages the lives, physical or mental health or assets of the Company, Managers or Service Staff due to a reason attributable to the Customer or the Customer's family, the Customer shall compensate for such damage.

Article 21 Disclaimer

- 1) During the valid term of the Service Agreement, in the event where a part of or the entire Service cannot be provided due to a reason which is not attributable to the Company such as a disaster, the Company shall not be obligated to provide the Service to the Customer. The Company shall promptly notify the Customer of its reason in this case.
- 2) Even in the situation set forth in the preceding clause, the Company shall charge the Customer for the Services already provided. The Customer shall pay the prescribed usage fee to the Company for the Service which was already provided.

Article 22 Governing Law, Discussion based on trust

- 1) This Service Agreement is governed under Japanese law and is interpreted according to Japanese law.
- 2) If a matter not stipulated in these Terms or the Service Agreement, or doubt regarding its interpretation occurs, the Customer and the Company shall discuss based on mutual trust to find a solution.

Article 23 Mediation by third party

If a situation occurs where even mutual discussion cannot resolve the dispute, the Customer and the Company shall use a third party such as public institutions to mediate the matter and shall attempt to solve the problem with sincerity.

Article 24 Agreement on court jurisdiction

The Customer and the Company agree in advance that the Tokyo District Court shall have the exclusive jurisdiction of the first instance if any dispute between both parties concerning the Service Agreement is brought to the court due to an unavoidable reason.

Article 25 No assignment

The Customer shall not assign to a third party or establish any security interest in or over all or a part of its rights or obligations under an application of the Service.

Article 26 Amendment to these Terms

1) The Company may amend these Terms in any of the following cases.

(1) If the amendment to these Terms conforms to the general interests of the Customer.
(2) If the amendment to these Terms does not conflict with the purpose of concluding the Service Agreement and is rational in consideration of the need of the amendment, the appropriateness of the contents thereof and other circumstances relating to the amendment.

2) In amending these Terms pursuant to the preceding clause, the Company shall inform the Customer about the amendment to these Terms, the contents after the amendment and the effective date thereof by at least one month prior to the date they are enforced, through the Company's website for Sunny Maid Service or by other means.

Article 27 Priority of the Japanese Terms and Conditions for Sunny Maid Service Express Plan

In case of any inconsistency or discrepancy between the English version and the Japanese version of these Terms, the Japanese version shall prevail.

Supplementary Provisions

These Terms shall be enforced from June 1, 2025.