

April 25<sup>th</sup>, 2025

Dear Customers,

### Notice Regarding Revision of Sunny Maid Service Terms and Conditions

We would like to express our sincere gratitude for your continued patronage of our housekeeping services. In order to provide a wider and more stable service to more customers, we have revised the contents of the 'Sunny Maid Service Terms and Conditions.' The revised terms and conditions are as follows:

#### <Contents of Revision>

##### • (Article 3, Paragraph 1)

The scope of service provision has been partially revised to expand the range of services that can be provided to customers.

##### • (Article 3, Paragraph 2; Article 5, Paragraphs 3 and 4; Article 8)

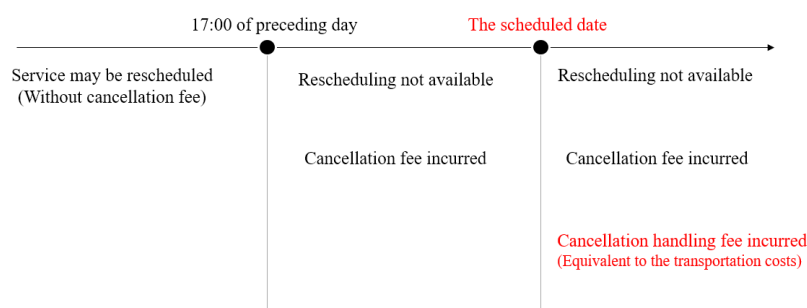
The wording has been added and revised in conjunction with the establishment of the one-person service provision (Light Plan).

##### • (Article 4)

The criteria for matters that cannot be accepted have been clarified.

##### • (Article 7)

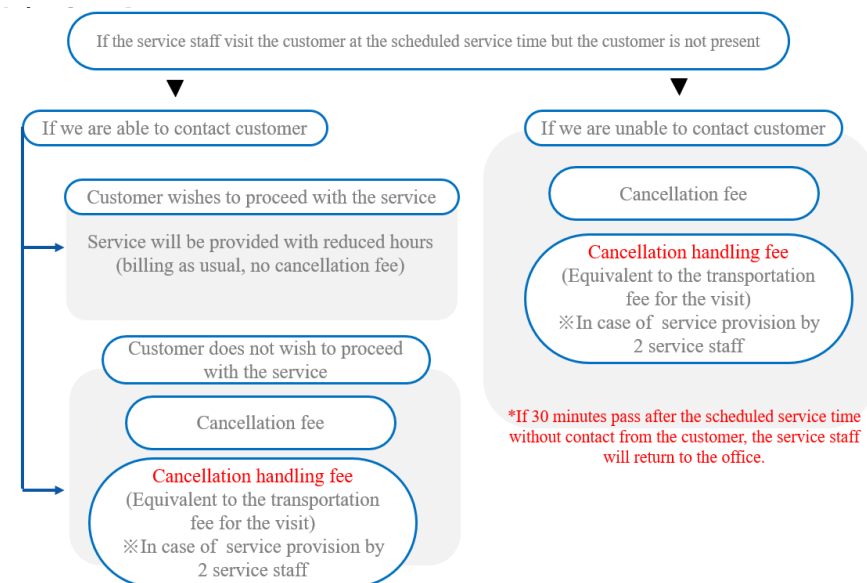
The cancellation policy has been partially revised. The revised procedure is as follows.



#### ●Changes

-The standard for cancellation, which was previously 30 minutes before the scheduled service start time, has been moved forward to earlier on the day of the service.

-The payment item has been changed from transportation expenses to a cancellation handling fee equivalent to the transportation cost incurred when staff visit.



## ●Changes

- Changed the cancellation handling fee to match the above.
- Added a provision that if we are unable to contact the customer for the home service and 30 minutes have passed since the scheduled service start time, the staff will return to the office.

### • (Article 8, Paragraph 1)

The operation of the "Absent House" (service during the customer's absence) has been clarified and made more concrete. The scope of the service has been expanded by easing the rules for garbage disposal.

### • (Article 8, Paragraph 2)

The procedures for changing the service area and content have been specified and clearly stated.

### • (Article 8, Paragraph 3)

The conditions under which our company is exempt from liability have been limited, and the scope of our liability has been specified and clearly stated.

### • (Article 10)

The procedure for purchasing cleaning supplies by proxy has been specified and clearly stated.

- (Article 11)

In accordance with the introduction of electronic contracts, the procedure for spot plan re-contracting has been reviewed and revised.

- (Article 13)

The possibility of a change in assigned staff upon resumption of a suspended service has been specified and clearly stated.

- (Article 14)

The condition period during which a termination fee is incurred for terminating after a plan change has been revised to align with the condition period at the time of termination.

- (Article 15)

The procedure for handling situations where payment cannot be confirmed by the due date has been clarified, and the possibility of suspending service provision until payment is confirmed has been added.

- (Article 17)

It has become a general requirement to provide an emergency contact at the time of contract signing.

- (Article 19)

In response to the expansion of the service lineup and the increase in partner companies, the scope of providing customer personal information to other company operators has been added.

- (Article 23)

In order to further promote the elimination and severance of ties with anti-social forces throughout our entire group, the definition of anti-social forces and the measures to be taken in the event of violations of the regulations have been added.

- (Article 25, Paragraphs 2 and 3)

The operation of damage compensation has been specified and clearly stated.

<Date of revision>

June 1, 2025

Please review the actual contents of the revised terms and conditions in the next section. Until May 31, 2025, the current terms and conditions will apply (from page 11 onward for “Regular version” and from page 16 onward for “Express Plan version”).

In conjunction with the revision of the standard terms and conditions, the terms and conditions for the Express Plan have also been updated; however, no specific changes have been made that apply exclusively to the Express Plan. We appreciate your understanding and cooperation.

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

These Terms and Conditions (hereinafter referred to as “these Terms”) apply to the “Sunny Maid Service” (hereinafter referred to as “the Service”) to be supplied by NICHIIGAKKAN 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.

### 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) Cooking
  - (2) Laundry
  - (3) Cleaning
  - (4) Shopping (daily necessities)
  - (5) Other than the items listed in (1) to (4), 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).
  - (6) Taking care of children of school age or older (If our service is provided by foreign staff member, the service can only be available when Service Staff have passed N4 of the Japanese-Language Proficiency Test provide service and one or more items listed in (1) to (5) are concurrently ordered by the Customer)
- 2) The Service shall be provided by either one or two Service Staff. (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.

### 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

- 1) The Customer shall agree and sign the contract to the Spot Plan (Irregular Plan), or Regular Plan usage fee calculated in accordance with the [Fee Schedule] separately determined by the Company (the monthly usage fee for the Regular Plan shall hereinafter be referred to as the “Pack Fee”) as consideration for the provision of the Service.
- 2) An applicant for Regular plan shall pay the “Pack fee” every month during the contract period, regardless of actual usage of the service.
- 3) If the Customer starts receiving the Service of the Fixed Plan with two Service Staff in the middle of a month and the total hours of the Service during the month is less than the hours stipulated in the contract, for such month only, the Customer shall pay the usage fee on a pro rata basis calculated based upon the unit price per hour for the Customer’s plan. In addition, if the Customer starts receiving the Service of the Fixed Plan with one Service Staff in the middle of a month, and the total hours or number of times the Customer uses the Service during the month are less than the hours or number of times stipulated in the contract, for such month only, the Customer shall pay fees for the hours or number of times the Customer use the Service during the month.
- 4) If the Customer terminates the Service Agreement for a Fixed Plan in the middle of a month, then, regardless of the total hours or number of

use of the Service in such month, the Customer shall be fully charged the "Pack Fee" fixed in the plan.

#### **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.
- 3) The foods, beverages and transportation expenses for Service Staff paid when going out with the Customer, as well as the cost of and transportation for the shopping on behalf of the Customer, shall be borne by the Customer. As Service Staff will not make these payments for the Customer, cash needs to be prepared in advance.

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

- 1) Under the terms for rescheduling of the Fixed or Spot Plans, the Service may be rescheduled (without cancellation charge) if notification to a Branch or the Customer Center (0120-32-2017) (only available in Japanese) is given by 17:00 of the day preceding the scheduled date. On the other hand, the Service may not be rescheduled if notification is given after 17:00 of the day preceding the scheduled date (The Customer will be charged the full usage fee for the Service as a cancellation fee).
- 2) Regarding rescheduling, it can be made by changing the date within the same month. The Service Staff assigned to the new date may differ from the regular Service Staff because we select the Service Staff who can provide services on that date.
- 3) Regarding to occurrence of cancellation monthly fee due to service cancellations under Fixed Plan, the cancellation monthly fee will not be charged in addition to the monthly usage fee. Instead, the cancelled Service will be considered to have been received and the hours of the cancelled Service will be deducted from the total monthly hours of the Service to be provided under such Fixed Plan.
- 4) In case Customer notify us on the day of the scheduled Service that Customer do not wish to receive the Service, the following will apply: For those using the Spot plan (irregular plan), the full service fee will be charged as a cancellation fee. For those using the Fixed plan, the relevant Service will be considered as provided, and the hours of the Service that were scheduled to be provided will be deducted from the contracted hours for that month. In either case, if the Service is provided by two Service Staff, cancellation handling fee equivalent to the transportation costs incurred for two Service Staff are also be charged.
- 5) Except for the case of services provision at absent house (absence service), if the Customer is not present on the day of Service, we will contact the Customer regarding the wish to proceed with the Service.
  - (1) If we are unable to contact the Customer, or if the Customer does not wish to proceed with the Service on that day, the same handling as mentioned above will apply.
  - (2) If we are able to contact the Customer and the Customer wishes to proceed with the Service while being at home, the Service time will be shortened, and we will provide the Service until the originally scheduled end time. Please note that there will be no reduction in service fees for those using the Spot plan (irregular plan). For those using the Fixed plan, the hours of the Service that were scheduled to be provided will be deducted from the contracted hours for that month, and billing invoice will proceed as usual.
- 6.) If we are unable to contact the Customer 30 minutes after the scheduled start time of the Service, it will be considered as cancellation, and the Service Staff may return to the office. The handling of service time in this case will be the same as mentioned above.

#### **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) Extension of the Service with two Service Staff may be accepted in units of 30 minutes. Extension of the Service with one Service Staff is not permitted in principle.
  - (5) With regard to the Service provision at absent house (absence service), the Customer needs to acknowledge the following matters.
    - Such Service is available only under the Fixed Plan.
    - The Customer needs to stay home when a Manager and Service Staff are scheduled to visit the Customer's house and receive a key thereto in advance of the Service.
    - If the Customer wishes to have the Customer's keys held by us, we will issue a "Key Receipt" and keep them securely. (We will store the keys securely as requested, and only our Service Staff will carry them during service provision.)
    - We cannot accept any responsibility for the handling of keys for which a "Key Receipt" has not been exchanged, except for problems caused by the willful misconduct or negligence of the Company, Managers in charge, or Service Staff.
    - Basically, Service Staff will not respond to phone calls or visitors at the Customer's house during the provision of the Service.
    - If the Customer desires to have Service Staff receive postal mail or parcels that need the receiver's signature or seal, the Customer shall notify the responsible Branch thereof in advance.
    - To avoid accidentally discarding valuable items, Service Staff only collect trash that is in the designated trash bin or trash bags sealed by the Customer. The Company or Service Staff cannot accept responsibility for any items that are accidentally discarded.
  - (6) 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.
  - (7) 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 Diseases 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) To change the items or contents of the Service, the Customer shall notify the Branch in charge. Upon separate consultation, a new contract shall be concluded with changes to the service content and estimated time to be agreed upon by both parties. Please refrain from directly instructing Service Staff to add or change service areas or content, as this is considered false contracting and violates the law. Re-planning of service contents cannot be accommodated solely based on the judgement of Service Staff. The Company will not be held responsible for any problems that may arise from changes made to service content without notifying the Managers of the Company in charge of the service. Additionally, please note that the Company may not be able to accommodate same-day requests, including service extensions.

- (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 and time 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 Handling of cash**

- 1) When cash is kept by Service Staff on behalf of the Customer for the Service, confirmation of amounts, etc. shall be made each time by the Customer or a family member by using the "Cash keeping book."
- 2) Goods bought on behalf of the Customer and the receipts and change relating thereto shall be confirmed by the Customer within the day the Service is provided.
- 3) The Company shall not undertake any shopping by non-cash payment. Purchases of cleaning supplies by proxy will be charged in the same manner as service and transportation fees.

#### **Article 11 Term of the Service Agreement**

- 1) In the case of the Spot (Irregular) Plan  
A Service Agreement shall be concluded for each use of the Service. Also, if the Company changes the contents of the Terms and Conditions (including the separately stipulated "Price List"), the provisions of the Terms and Conditions at the time of the Service shall apply.
- 2) In the case of the Fixed Plan
  - (1) The term of the Service Agreement shall be at least three months, but no more than one year. In the event that the Company separately stipulates a minimum usage period, cancellation settlement fee, or other conditions as part of a campaign or similar promotion, etc., such stipulation shall be applied.
  - (2) If the Customer starts receiving the Service under a Fixed Plan in the middle of a month and the total hours of use of the Service during the month is less than the hours under the contract, such month shall not be included in the term set forth in the preceding item.

#### **Article 12 Changing of service plan**

If the Customer wishes to change of service plan during contract period of fixed plan, the Customer shall sign another contract with the new service plan for a period of not less than three months and not more than one year. However, depending on the type of plan after the change, the contract period may be continued as it is. For details, please consult with the Branch in charge. Please note that no service fee will be charged for changing service plans.

#### **Article 13 Suspension of service**

- 1) When this Service is suspended for the Customer's convenience
  - (1) If the Customer wishes to temporarily suspend the Service for one month due to personal reasons, the Customer must contact the Branch or the Customer Service Center (0120-32-2017) [Japanese only] at least one month in advance of the intended suspension month (by the end of the month two months prior). By doing so, the Service may be suspended for one month starting from the intended suspension month, with no fees incurred during suspension period.  
However, if the notification is given less than one month before the intended suspension month, the full monthly service fee for that month will be charged regardless of whether the Service is suspended.
  - (2) The suspension period shall, in principle, be limited to one month. Suspension beyond the second month is not permitted. However, if there are unavoidable circumstances such as hospitalization, and the Customer wishes to extend the suspension, please consult with the Branch. Please note that the assigned Service Staff may be subject to change upon resumption of the Service.
  - (3) In the event of cancellation of this Agreement during a suspension period or after the resumption of the Service for personal reasons, and the total period of Service usage under this contract is less than three months, 20% of the monthly fee for this Agreement (rounded to the nearest whole number) will be charged as a cancellation settlement fee.
- 2) When this Service is suspended for the Company's own reasons
  - (1) The Company may, at its own discretion, suspend this Service in the event of any of the following events, in such cases, there is no fee will be charged for the suspension.
    - Natural disasters, incidents, or other emergencies occur or are likely to occur.
    - In the event of an abnormality, failure, or malfunction of facilities installed or managed by the Company, or any other reason that prevents the Company from providing the Service to Customers.
    - In addition to the above, when the Company deems it necessary to suspend the Service for reasonable reasons.
  - (2) In the event of suspension of this Service for reasons stipulated in the preceding item, this Service may be suspended for a period of time determined by the Company. Also, information regarding any suspension for our own reasons will be posted on our Sunny Maid Service website each time such suspension occurs.
  - (3) In principle, any suspension of Service outside of the period specified by the Company shall be judged as a suspension for the convenience of the Customer, and section 1 shall apply.
  - (4) The Company shall not be liable for any damages incurred by the Customer as a result of the suspension of this Service for any reason whatsoever.  
However, this shall not apply in the event that the Customer suffers damages due to the suspension of this Service for reasons attributable to the Company.
  - (5) If the Service has been suspended for more than one year since the last month of use for any reason, we will consider that there is no intention to resume the Service or that the Service is not expected to be resumed, and we will inform the Customer of the cancellation.

#### **Article 14 Termination during the contract period**

- 1) In the case of Spot Plan (irregular plan)
  - (1) If the Customer wishes to cancel Spot Plan (irregular plan), please notify the Branch in charge or Customer Service Center (0120-32-2017) [Japanese only] by 5:00 p.m. on the day before the service date. If you contact us after 5:00 p.m. on the day before the service date, we will assume that the Service has been consumed and you will be charged the full service fee.
- 2) In the case of Fixed Plan
  - (1) For continuation upon expiration of the contract period, unless the Customer notifies the Branch in charge or the Customer Service Center of termination by the end of the previous month in which the contract period expires, this contract shall be extended (renewed) for one month under the same conditions except for the contract period, and the same shall apply thereafter.
  - (2) Regarding termination of Fixed Plan during contract period, if Customer notifies the Branch in charge or Customer Service Center by the end of the previous month, the contract may be terminated as of the desired date of termination.  
However, even if the Customer notifies the Branch in charge or the Customer Service Center of the termination after the first day of the month in which the Customer wishes to terminate the contract, the Customer may terminate the contract immediately by paying the monthly fee in full up to the following month in which the notice was given.
  - (3) If the Customer terminates for service of Fixed Plan in the first or second month of the contract period for after conclusion of contract, 20% of the monthly fee for the contract (rounded to the nearest whole number) will be billed as a cancellation settlement fee separately.
  - (4) Regarding cancellation settlement fees, as described in Article 5. 4th section, if the Customer terminates in the middle of the first or second month of the fixed plan contract period, the Customer will be charged the full amount of the month in which the Customer wishes to terminate [if (2) above applies, up to the month following the month in which the Customer wishes to terminate, the same shall apply to this (4) and (5) below] , in addition to the cancellation settlement fee. In contrast if the contract is terminated in the middle of the third or later months of the contract period, only the monthly fee for the month the Customer wishes to terminate will be charged in full.
  - (5) In the event of a service plan change, if the contract is terminated within the first or second month following the re-contracting, a cancellation settlement fee equal to 20% of the monthly fee under this contract may be charged in addition to the monthly fee for the month in which the cancellation is requested, as specified in items (2) above.

#### **Article 15 Payment of usage fee**

- 1) For the Spot Plan, 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) For the Fixed Plan, payments shall be made by credit card or deferred payment (NP Postpaid) as stipulated by the Company. The amount of usage fee will be calculated by the end of the month, and then, shall be invoiced to the Customer by 15<sup>th</sup> day in the following month in general (In case of payment by credit card, the amount will be notified on the billing statement).
- 3) 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.
- 4) If the Customer does not complete the necessary procedures for payment, such as re-registering your credit card or handling payments for the Company specified deferred payment method (NP Postpaid), by the end of the same month as requested by the Company, the Company may suspend the provision of Service for the following month. As soon as the Company confirms the Customer's payment, the Company will resume the Service. However, even if the resumption occurs in the middle of the month, the Company will charge the full amount of contract fee. Please note that even if the Company confirms the payment of the service fee and resumes the provision of Service, there may be changes to Service Staff and schedule.

#### **Article 16 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 17 Emergency contact, etc.**

- 1) The Company shall be provided with the contact information of the Customer for emergencies in advance and shall use such information to contact the Customer when an accident or any other emergency occurs during the provision of the Service or when the Company determines it necessary.
- 2) If the Customer becomes unable to use the Service due to an unforeseen accident, sudden illness, or other circumstances, and also unable to contact the Company directly, the person listed as the emergency contact may request that the Service be suspended under Article 13.1 or this Agreement be terminated under Article 14. In principle, emergency contact information must be provided when signing a contract for a Fixed plan.
- 3) If the Customer has not paid the monthly fee and the cancellation settlement under this Agreement and we are unable to contact the Customer, we may contact the person listed as the emergency contact regarding the payment of the monthly fee and the cancellation settlement.

#### **Article 18 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 19 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 receives the house cleaning service or other housekeeping related services by the Company's outsourced contractors, the



acquired personal information shall be provided to such outsourced contractor for their provision of the service.

- 4) 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.
- 5) The Company may provide acquired personal information to our group companies and external contractors, under our supervision, for the purpose of outsourcing telephone and email communications, as well as shipping services, in connection with the provision of information or our group and other useful content.
- 6) 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 20 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 21 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 22 Cancellation rights of the Company**

- 1) When the Customer fails to pay the usage fee of the Service for one month or more after the due date and if the Customer does not pay the entire amount within 14 days after the demand therefor made in writing, the Company may cancel the Service Agreement.
- 2) 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 20.
- 3) 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.
- 4) 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, it may cancel the Service Agreement.
- 5) 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.
- 6) 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.
- 7) The cancellation made in accordance with the six preceding clauses shall not prevent the Company from claiming damages in accordance with Article 25, Clause 6 hereof.

#### **Article 23 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 24 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 25 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 any of the provisions of Article 20 (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 26 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 27 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 28 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 29 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 30 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 31 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 32 Priority of the Japanese Terms and Conditions for Sunny Maid Service**

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.

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

These Terms and Conditions (hereinafter referred to as “these Terms”) apply to the “Sunny Maid Service” (hereinafter referred to as “the Service”) to be supplied by NICHIIIGAKKAN 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.

### 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) Cooking
  - (2) Laundry
  - (3) Cleaning
  - (4) Shopping (daily necessities)
- (5) Other than the items listed in (1) to (4), necessary chores required to carry out daily lives in homes, such as packing, preparation of beds and tending the garden.
- (6) Taking care of children of school age or older (If our service is provided by foreign staff member, the service can only be available when Service Staff have passed N4 of the Japanese-Language Proficiency Test provide service and one or more items listed in (1) to (5) are concurrently ordered by the Customer)
- 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 languages other than Japanese (English, etc.).
- 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.

### 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) Services at a high place or other dangerous location
- 7) Acts related to medical care
- 8) Acts which are determined to be nursing activities by the Company
- 9) Cash deposit, withdrawal, remittance, or transfer at a financial institution, etc., or keeping of cash cards or bankbooks on behalf of the Customer
- 10) Assistance for business (such as farm work or customer services at private shops)
- 11) Handling of a large amount of cash or valuables, including keeping of payment cards such as credit cards, pre-paid cards or the like
- 12) Taking care of pets
- 13) Baby-sitting work for pre-school children (under elementary school age)
- 14) Others which are determined to be unacceptable by the Company.

### Article 5 Usage fee

- 1) The Customer shall agree and sign the contract to the Spot Plan (Irregular Plan) or Regular Plan usage fee calculated in accordance with the [Fee Schedule] separately determined by the Company (the monthly usage fee for the Regular Plan shall hereinafter be referred to as the “Pack Fee”) as consideration for the provision of the Service.
- 2) An applicant for Regular plan shall pay the “Pack fee” every month during the contract period, regardless of actual usage of the service.
- 3) If the Customer starts receiving the Service of the Fixed Plan in the middle of a month and the total hours of use of the Service during the month is less than the hours stipulated in the contract, for such month only, the Customer shall pay the usage fee on a pro rata basis calculated based upon the unit price per hour for the Customer’s plan.
- 4) If the Customer terminates the Service Agreement for a Fixed Plan in the middle of a month, then, regardless of the total hours of use of the Service in such month, the Customer shall be fully charged the “Pack Fee” fixed in the plan.

### 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.
- 3) The foods, beverages and transportation expenses for Service Staff paid when going out with the Customer, as well as the cost of and transportation for the shopping on behalf of the Customer, shall be borne by the Customer. As Service Staff will not make these payments for the Customer, cash needs to be prepared in advance.

## **Article 7 Rescheduling or cancelation of the Service and the fee therefor**

- 1) Under the terms for rescheduling of the Fixed or Spot Plans, the Service may be rescheduled (without cancelation charge) if notification to a Branch or the Customer Center (0120-32-2017) (only available in Japanese) is given by 17:00 of the day preceding the scheduled date. On the other hand, the Service may not be rescheduled if notification is given after 17:00 of the day preceding the scheduled date (The Customer will be charged the full usage fee for the Service as a cancelation fee).
- 2) Regarding rescheduling, it can be made by changing the date within the same month. The staff assigned to the new date may differ from the regular staff because we select the staff who can provide services on that date.
- 3) Regarding to occurrence of cancelation monthly fee due to service cancellations under Fixed Plan, the cancelation monthly fee will not be charged in addition to the monthly usage fee. Instead, the canceled service will be considered to have been received and the hours of the canceled Service will be deducted from the total monthly hours of the Service to be provided under such Fixed Plan.
- 4) Except service provision at absent house with advance provision of house key, if the Customer is not available on the day of service, the Customer will be contacted regarding request of service provision on the day of service.
  - (1) When we are unable to contact the Customer or when the Customer does not wish to have the service provided on the day of the service.
    - In the case of the Spot Plan (irregular plan), the full amount of the service fee will be charged as a cancellation fee. In the case of the Regular Plan, the relevant service will be deemed to have been provided and the number of hours of the relevant service that was scheduled to be provided will be deducted from the contracted hours for the month. In any case, the Customer will be charged for the transportation cost for the number of staff members visiting the Customer.
  - (2) When the Customer can be contacted and the Customer is present and wishes to receive service on the same day
    - The service time will be shortened and the service will be provided until the originally scheduled end of the service time. The service fee will not be reduced in the case of using the Spot Plan (irregular plan). In the case of a Customer using the Regular Plan, the number of hours of service that was scheduled to be provided shall be deducted from the contracted hours for the month in question.
- 5) In the event that a Customer notifies us less than 30 minutes prior to the scheduled service start time that he/she does not wish to receive service on that day, we will treat the request in the same manner as described in the preceding clause (1).

## **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) Extension of the Service may be accepted in units of 30 minutes.
  - (5) With regard to the Service provided during the absence of the Customer, the Customer needs to acknowledge the following matters.
    - Such Service is available only under the Fixed Plan.
    - The Customer needs to stay home when a Manager and Service Staff are scheduled to visit the Customer's house and receive a key thereto in advance of the Service.
    - A copy of the key to the Customer's house must be given to the Company. (The key will be securely kept at the Branch and will be taken out by Service Staff only during the provision of the Service.)
    - Basically, Service Staff will not respond to phone calls or visitors at the Customer's house during the provision of the Service.
    - If the Customer desires to have Service Staff receive postal mail or parcels that need the receiver's signature or stamp, the Customer shall notify the Branch thereof.
    - In order to avoid the loss of important items, Service Staff will not dispose of any garbage during the provision of the Service but leave the same at the place specified by the Customer.
  - (6) 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.
  - (7) Please inform us in advance if Customer is infected or suspected of being infected with an infectious disease as defined in the Law Concerning Prevention of Infectious Diseases (Infectious Disease Control Law).
- 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) To change the items or contents of the Service, the Customer shall notify the store in charge. Upon separate consultation, a new contract shall be concluded with changes to the service content and estimated time to be agreed upon by both parties. Service Staff do not have power to independently respond to a request for change. If such request for change (including extension of the Service) is made on the date of the Service, the Company may not respond to such requests.
  - (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 and time of the Service after mutual consultation.
- 3) Matters concerning valuables, etc.
  - (1) 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 shall be strictly managed by the Customer by, for example, keeping them in a storage compartment that can be locked by the Customer or, for those which may not be kept in such manner, by moving them to a place where Service Staff may not enter, or if it is difficult to move them, by taking measures to avoid access by Service Staff. In the event of a problem such as loss or damage due to the Customer's failure to keep, store or manage valuables in the above manner, the Company shall not be responsible therefor.
  - (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 shall record the contents of services provided on the "Service Provision Report" etc., when the Service is provided and share the information to the Customer each time.

## **Article 10 Handling of cash**

- 1) When cash is kept by Service Staff on behalf of the Customer for the Service, confirmation of amounts, etc. shall be made each time by the Customer or a family member by using the "Cash keeping book."
- 2) Goods bought on behalf of the Customer and the receipts and change relating thereto shall be confirmed by the Customer within the day the

Service is provided.

- 3) The Company shall not undertake any shopping by non-cash payment

#### **Article 11 Term of the Service Agreement**

- 1) In the case of the Spot (Irregular) Plan

A Service Agreement shall be executed for each use of the Service. However, when the Customer requests to have the same contents of services as written in the previous contract, by agreeing to the "Agreement on Continuous Use of Spot Plan", we will continue to provide the same services instead of applying with the "Sunny Maid Service Application Form". Also, if the Company changes the contents of the Terms and Conditions (including the separately stipulated "Price List"), the provisions of the Terms and Conditions at the time of the Service shall apply.

- 2) In the case of the Fixed Plan

- (1) The term of the Service Agreement shall be at least three months, but no more than one year. In the event that the Company separately stipulates a minimum usage period, cancellation settlement fee, etc. for the Company's services in a campaign, etc., such stipulation shall be applied.
- (2) If the Customer starts receiving the Service under a Fixed Plan in the middle of a month and the total hours of use of the Service during the month is less than the hours under the contract, such month shall not be included in the term set forth in the preceding item.

#### **Article 12 Changing of service plan**

If the Customer wishes to change of service plan during contract period of fixed plan, the Customer shall sign another contract with the new service plan for a period of not less than three months and not more than one year. However, depending on the type of plan after the change, the contract period may be continued as it is. For details, please consult with the store in charge. Please note that no service fee will be charged for changing service plans. For details, please consult with the store in charge. Please note that no service fee will be charged for changing service plans.

#### **Article 13 Suspension of service**

- 1) When this service is suspended for the Customer's convenience

- (1) If a Customer wishes to suspend this service for his/her own reasons for one month, the Customer can suspend the service for one month by contacting the store in charge or Customer Service Center (0120-32-2017) [Japanese only] at least one month prior to the scheduled month of suspension (by the end of the second month prior to the scheduled month of suspension). No fee will be charged for the suspension.

However, if the period from the date of notification from the customer to the scheduled suspension month is less than one month, you will be charged the full service fee for the month regardless of whether or not you suspend the service.

- (2) In principle, the period of service suspension shall be one month, and suspension after the second month is not allowed. However, if you wish to suspend the service after the second month due to unavoidable reasons such as hospitalization, please contact the store in charge separately.
- (3) In the event of cancellation of this agreement during the suspension of the service for the Customer's convenience or after the resumption of the Service, if the Service has been used under this Agreement for less than three months, 20% of the monthly fee for this Agreement (rounded to the nearest whole number) will be charged as a cancellation settlement fee.
- 2) When this service is suspended for the Company's own reasons
- (1) The Company may, at its own discretion, suspend this service in the event of any of the following events, in such cases, there is no fee will be charged for the suspension.
- Natural disasters, incidents, or other emergencies occur or are likely to occur.
  - In the event of an abnormality, failure, or malfunction of facilities installed or managed by the Company, or any other reason that prevents the Company from providing the Service to Customers.
  - In addition to the above, when the Company deems it necessary to suspend the Service for reasonable reasons.
- (2) In the event of suspension of this service for reasons stipulated in the preceding item, this service may be suspended for a period of time determined by the Company. Also, information regarding any suspension for our own reasons will be posted on our Sunny Maid Service website each time such suspension occurs.
- (3) In principle, any suspension of service outside of the period specified by the Company shall be judged as a suspension for the convenience of the Customer, and section 1 shall apply.
- (4) The Company shall not be liable for any damages incurred by the Customer as a result of suspension of this service for any reason whatsoever. However, this shall not apply in the event that the Customer suffers damages due to the suspension of this service for reasons attributable to the Company.
- (5) If the service has been suspended for more than one year since the last month of use for any reason, we will consider that there is no intention to resume the service or that the service is not expected to be resumed, and we will inform the Customer of the cancellation.

#### **Article 14 Termination during the contract period**

- 1) In the case of Spot Plan (irregular plan)

- (1) If the Customer wishes to cancel Spot Plan (irregular plan), please notify the store in charge or Customer Service Center (0120-32-2017) [Japanese only] by 5:00 p.m. on the day before the service date. If you contact us after 5:00 p.m. on the day before the service date, we will assume that the service has been consumed and you will be charged the full service fee.

- 2) In the case of Fixed Plan

- (1) For continuation upon expiration of the contract period, unless the Customer notifies the store in charge or the Customer Service Center of termination by the end of the previous month in which the contract period expires, this contract shall be extended (renewed) for one month under the same conditions except for the contract period, and the same shall apply thereafter.
- (2) Regarding termination of Fixed Plan during contract period, if Customer notifies the store in charge or Customer Service Center by the end of the previous month, the contract may be terminated as of the desired date of termination.
- However, even if the Customer notifies the store in charge or the Customer Service Center of the termination after the first day of the month in which the Customer wishes to terminate the contract, the Customer may terminate the contract immediately by paying the monthly fee in full up to the following month in which the notice was given.
- (3) If the Customer terminates for service of Fixed Plan in the first or second month of the contract period for after conclusion of contract, 20% of the monthly fee for the contract (rounded to the nearest whole number) will be billed as a cancellation settlement fee separately.
- (4) Regarding cancellation settlement fees, as described in Article 5. 4th section, if the Customer terminates in the middle of the first or second month of the fixed plan contract period, the Customer will be charged the full amount of the month in which the Customer wishes to terminate [if (2) above applies, up to the month following the month in which the Customer wishes to terminate, the same shall apply to this (4) and (5) below], in addition to the cancellation settlement fee. In contrast if the contract is terminated in the middle of the third or later months of the contract period, only the monthly fee for the month the Customer wishes to terminate will be charged in full.
- (5) In the event of a change of service plan, if the contract is terminated within less than two months after re-contracting due to a service plan change, 20% of the monthly fee for this contract may be charged as a cancellation settlement fee in addition to the monthly fee until the next month of the contract expiration specified in (2) above.

#### **Article 15 Payment of usage fee**

- 1) For the Spot Plan, 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 the transfer fee and post-payment invoice fee shall be borne by the Customer.
- 2) For the Fixed Plan, payments shall be made by credit card or deferred payment (NP Postpaid) as stipulated by the Company. The amount of usage fee will be calculated by the end of the month, and then, shall be invoiced to the Customer by 15<sup>th</sup> day in the following month in general (In case of payment by credit card, the amount will be notified on the billing statement).

#### **Article 16 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 17 Emergency contact, etc.**

- 1) The Company shall be provided with the contact information of the Customer for emergencies in advance and shall use such information to contact the Customer when an accident or any other emergency occurs during the provision of the Service or when the Company determines it necessary.
- 2) If you are unable to use the Service due to an unforeseen accident, sudden illness, or other circumstances, disabling to contact us, the person whom we have asked you to contact as your emergency contact may request that the Service be suspended under Article 13.1 or this Agreement be terminated under Article 14. The Company shall be entitled to request the suspension of the Service under Article 13.1 or the termination of this Agreement under Article 14.
- 3) If the Customer has not paid the monthly fee and the cancellation settlement under this Agreement and we are unable to contact the Customer, we may contact the person whom we have asked to be our emergency contact regarding the payment of the monthly fee and the cancellation settlement.

#### **Article 18 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 19 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 receives the house cleaning service of any of the Company's outsourced contractors, the acquired personal information shall be provided to such outsourced contractor for their provision of the service.
- 4) If you use our mobile payment or deferred payment service, we will provide your personal information to our partner companies to the extent necessary for the provision, management, and operation of this service.
- 5) We provide personal information we have acquired by us to our group companies and outside contractors in order to outsource telephone and e-mail contact and shipping services under our supervision in connection with the provision of our group's information and other useful information.
- 6) When this contract is concluded via our business partner, we 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 20 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, acts of sexual harassment, threat, intimidation, menace, etc. or acts requesting for favorable attitudes unrelated to services to a Manager or Service Staffs.
- 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 staff after the expiration thereof.
- 6) Other Acts which are contrary to these Terms.

#### **Article 21 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 its 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 22 Cancellation rights of the Company**

- 1) When the Customer fails to pay the usage fee of the Service for one month or more after the due date and if the Customer does not pay the entire amount within 14 days after the demand therefor made in writing, the Company may cancel the Service Agreement.

- 2) 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 20.
- 3) 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.
- 4) 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, it may cancel the Service Agreement.
- 5) 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.
- 6) 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.
- 7) The cancelation made in accordance with the six preceding clauses shall not prevent the Company from claiming damages in accordance with Article 25, Clause 6 hereof.

#### **Article 23 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, 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, the other party may terminate this Agreement without any notice.

#### **Article 24 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 25 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) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) If the Customer or the Customer's family violates any of the provisions of Article 20 (1) ~ (6), etc. and damages the lives, physical or mental health or assets of the Company, Managers or Service Staffs due to a reason attributable to the Customer or the Customer's family, the Customer shall compensate for such damage.

#### **Article 26 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 27 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 28 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 29 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 30 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 31 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 32 Priority of the Japanese Terms and Conditions for Sunny Maid Service**

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 November 1, 2024.

## < 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: Filipino 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 tending the garden.
- 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 languages other than Japanese (English, etc.).
- 4) 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) Services at a high place or other dangerous location
- 7) Acts related to medical care
- 8) Acts which are determined to be nursing activities by the Company
- 9) Cleaning work which is determined to be specialized house cleaning by the Company
- 10) Cash deposit, withdrawal, remittance, or transfer at a financial institution, etc., or keeping of cash cards or bankbooks on behalf of the Customer
- 11) Assistance for business (such as farm work or customer services at private shops)
- 12) Handling of a large amount of cash or valuables, including keeping of payment cards such as credit cards, pre-paid cards or the like
- 13) Taking care of pets
- 14) Baby-sitting work for pre-school children (under elementary school age)
- 15) Others which are determined to be 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 canceled 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.
- 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) 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 shall be strictly managed by the Customer by, for example, keeping them in a storage compartment that can be locked by the Customer or, for those which may not be kept in such manner, by moving them to a place where Service Staff may not enter, or if it is difficult to move them, by taking measures to avoid access by Service Staff. In the event of a problem such as loss or damage due to the Customer's failure to keep, store or manage valuables in the above manner, the Company shall not be responsible therefor.
- (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 shall record the contents on the "Service Provision Report" after the Service is provided and deliver a copy of it to the Customer each time.

#### **Article 10 Term of the Service Agreement**

A Service Agreement shall be concluded for each Service.

#### **Article 11 Payment of usage fee**

For the Service, payments shall be made by credit card or cash. The usage fee shall be invoiced to the Customer when the application for the Service is made.

#### **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 Company 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.

#### **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. 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) 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) 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 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 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 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 19 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) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) If the Customer or the Customer's family damages the lives, body, mental health or assets of a Manager or Service Staff due to a reason attributable to the Customer or the Customer's family, the Customer shall compensate for such damage.

#### **Article 20 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 Customer shall pay the prescribed usage fee to the Company for the Service which was already provided.

#### **Article 21 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 22 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 23 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 24 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 25 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 26 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 April 1, 2020.