

## Nagasaki City Wireless LAN Service “Nagasaki City Wi-Fi” Terms of Use

### (Purpose)

Article 1. These terms of use establish necessary items relating to the usage of Nagasaki City Wireless LAN Service “Nagasaki City Wi-Fi” (hereinafter referred to as the “Service”) provided for free by Nagasaki City (hereinafter referred to as the “City”) with the goal of improving convenience for citizens and tourists and transmitting Nagasaki’s charm.

### (Service Details)

Article 2. People who can use the service (hereinafter referred to as “users”) can use the following features when using the service.

- (1) Connection capability to the internet connection provided by Nagasaki Cable Media Inc. which the City consigns for the provision of the service.
- (2) Delivery capability of tourist information etc. transmitted by the City.

### (User Qualifications)

Article 3. Users refer to individuals; Systematic usage by corporations is not allowed. However, exceptions apply if the mayor deems necessary.

### (Service Use)

Article 4. A smartphone etc. with Wi-Fi capability will be prepared by the user.

- 2) The power supply of a smartphone etc. and of its accessories will be prepared by the user.
- 3) The user, upon establishing wireless LAN access, shall abide by the Law on Prohibition of Unauthorized Access (1999 Law No. 128), and shall comply with that law and any related laws.
- 4) No applications to the City are required in order to use the service.
- 5) The cost of the service is free.
- 6) The mayor may amend all or parts of the service agreement at any time, without prior notice to the users for any reason.
- 7) The mayor may suspend or repeal all or parts of the service agreement at any time, without prior notice to the users for reason.
- 8) The City is not responsible for any damage caused to the user or third party relating to situations in the previous two items.

### (Purpose of use and handling of history and characteristic information)

Article 5. The City obtains usage time, usage language, usage area, MAC address of the terminal device being used, IP address of the terminal device being used and location

information of the wireless access point for the service which the terminal device is connected to when a user uses the service. Furthermore, obtained information shall be saved for six months from the following month of the month in which the information was obtained.

2) The City uses obtained information for surveying the use of the service, improving the service, and for answering user inquiries. Furthermore, after processing information into information from which individuals cannot be specified including the number of users, usage time, terminal devices and language in each area into information, the information may be provided to a third party.

(Purpose of use and handling of obtained information)

Article 6. Along with the use of the service, the City uses information obtained from users only for the following purposes.

- (1) For provision of the service
- (2) For customizing pages through each user, being able to abbreviate entries related to the transition of pages, and to improve the quality of the service and the convenience of users.
- 2) The City collects, manages, and uses information registered by the user for the purposes in the previous item.

(Copyright)

Article 7. Intellectual property rights (copyrights, patent rights, utility model rights, design rights, trademark signs, know-how and any other similar rights) related to the service or any kind of information displayed during the use of the service shall belong to the City or right holders of each right.

(Suspension of use)

Article 8. The mayor may immediately suspend the use of the user without any prior notice if any of the following applies.

- (1) The user engages in any acts which apply to the prohibited items in the next article.
- (2) The mayor deems the behavior inappropriate for other users.

(Prohibited Items)

Article 9. The user will not engage in any of the prohibited acts.

- (1) Acts involving or which may involve infringement of the copyrights of other users, third parties, and the City or its other rights.
- (2) Acts involving or which may involve infringement of assets or privacy rights of other users, third parties, and the City.
- (3) Acts besides those in the previous two items which cause or may cause a disadvantage or

damage to other users or to the City.

- (4) Acts that slander others.
  - (5) Acts that go against public order and morals and acts involving the provision of information that goes against public order and morals.
  - (6) Criminal acts or acts which may lead to a criminal act.
  - (7) Participation in election campaigns or similar acts regardless of whether or not an election is currently being held.
  - (8) Activities relating to sexual culture, religion, or politics.
  - (9) Acts involving the use or provision of a harmful program such as one containing a computer virus through the service or related to the service.
  - (10) Acts involving the transmission of a specified or unspecified large amount of E-mails for online shopping services, chain sales transactions, and business opportunity related sales transactions.
  - (11) Acts other than those listed in the previous items which violate or may violate public laws and ordinances, and any other acts that the City deems inappropriate.
- 2) The City will not bear any responsibility for any damage caused to the City, user, or a third party, should the user commit any acts that fall under the previous items and the user shall bear all legal responsibility even if the user is no longer active.

(Suspension of service)

Article 10. The mayor may suspend operations of the service should any of the provisions below occur.

- (1) If routine maintenance or emergency work on the service system is being carried out.
  - (2) If it is not possible to offer the service as normal, due to war, riots, civil disturbance, labor disputes, earthquakes, volcanic eruptions, flooding, tsunamis, fire, power failure or other emergency situations.
  - (3) If the equipment or network of the service's system is not working properly or for any other unavoidable reason.
  - (4) Any other situation in which the mayor deems it necessary to temporarily suspend the service.
- 2) Should the user or third party suffer any damages as a result of the suspension of service, the City will not be held responsible no matter what the reason.

(Disclaimer)

Article 11. The mayor makes no guarantee whatsoever regarding the contents of the service, or any data/information that users of the service may obtain in regards to its completeness,

accuracy, reliability, or value.

2) The City shall not be held responsible for any damage to users caused by a virus infection to a user's computer, corruption of data, data leaks, provision, delay, change, suspension, abolishment, loss of registered, provided, or collected user information through the service or any other related damage when using the service

3) For any paid service charges that are levied during the use of the service, regardless of the reason, the user will bear the cost.

4) The user shall be responsible for the setting of user devices for the service. The City shall bear no responsibility if the user cannot use the service due to the type of device, operating system, software, or web browser etc. that the user may run.

5) The City does not assume any responsibility in respect to any dispute that may occur between users and third parties during use of the service.

6) In order to improve the relevant use of the service, the mayor may record user access logs and restrict access to specific web sites.

7) The City shall not answer inquiries related to the technical specifications of the service.

8) The City shall not be held responsible for any damage caused by information or files uploaded/downloaded by the user during use of the service and the user will be responsible for any legal responsibility.

9) The City does not have an obligation to continuously provide the service to the user and the City shall not be held responsible for any damage caused to the user as a result of the service not being provided for any reason.

(Amendments to articles)

Article 12. The mayor may amend the articles of the agreement at any time, without consent of the users.

(Governing law and jurisdiction)

Article 13. The laws of Japan shall be applied and any disputes arising between the City and the user in relation to this agreement shall be referred to the Nagasaki Summary Court of Nagasaki District Court as the agreed courts of first instance with exclusive jurisdiction.

Supplementary Provision

This agreement is implemented on July 1<sup>st</sup>, 2017.