

## Free Wi-Fi Terms of Service

### IMPORTANT NOTICE

This document has been prepared in Japanese and the authentic original for contractual purposes is the Japanese version. This translated document should be used as a supplemental document to assist in understanding the Japanese version of the agreement.

1. (Application of the Terms and Conditions)
  1. (hereinafter referred to as "the Company") has established the following terms of use (hereinafter referred to as the "Terms of Use") for users of its free public wireless LAN service ("Free Wi-Fi Service"; hereinafter referred to as the "Service"). (hereinafter referred to as "the Company") has established the following terms of use (hereinafter referred to as "Terms of Use") for those who use this service (hereinafter referred to as "Users") with regard to the free public wireless LAN service ("Free Wi-Fi Service"; hereinafter referred to as "the Service").
  2. The Company may modify the Terms and Conditions in accordance with Article 548-4 (Modification of the Standard Terms and Conditions) of the Civil Code (Law No. 89 of 1896) when it becomes necessary to modify the Terms and Conditions due to amendments to laws and regulations, changes in social conditions, or other circumstances.
2. (Application for service)

An applicant who wishes to use the Service (hereinafter referred to as "Applicant") shall apply for and use the Service in accordance with the procedures prescribed by the Company upon agreeing to the Terms and Conditions and the Public Wireless LAN Service Agreement Terms and Conditions (hereinafter referred to as "Agreement Terms"). The contract for use of the Service (hereinafter referred to as the "Service Usage Contract") shall come into effect when the applicant has given such consent. If the applicant is a minor, the applicant must obtain the consent of a person with parental authority to apply for the Service.
3. (Roaming use of this service)

Users of services that support roaming to the Service, as separately determined by the Company, may use the Service under the terms and conditions of use of each service and the Terms of Use of the Service.
4. (Terms and Conditions for Use of this Service)

Users shall, at their own responsibility and expense, prepare the necessary communication equipment, software, etc. to use the Service.
5. (Fees for this service)

Use of this service shall be free of charge.
6. (Restriction on transfer of this service usage qualification)

Users shall not transfer their positions under the Service Usage Contract established in accordance with Article 2, or transfer their rights and obligations under the Service Usage Contract to a third party or offer them as collateral to a third party, without the written consent of the Company.
7. (Use and assurance of information provided by third parties)
  1. Users agree that all responsibility for the use of information provided by third parties belongs to the respective information providers and that we are not a party to the provision of such information.

2. We do not guarantee the completeness, accuracy, certainty, or usefulness of any products, services, or information provided by third parties through this service.
  3. The Company shall not be liable for any disadvantages to users or disputes between users and third parties resulting from the use of products, services, or information provided by third parties through the Service.
8. (Restrictions on communication use)
1. In the event that a user commits an act that falls under Article 9 (Prohibited Matters), violates these Terms of Use, fails to comply with the contents of the Company's notification, or the Company deems it necessary for the operation of this Service, the Company may take any of the following measures or a combination of the following measures.
    - (ア) (2) Limiting the bandwidth allocated to a communication made by a user using a specific means of communication.
    - (イ) Temporarily suspending or restricting the user's use of the Service.
  2. In the provision of the Service, the Company may, at its own discretion or at the request of the access point installer, restrict access (e.g., filtering) to sites that are deemed undesirable for use by youths from the viewpoint of youth protection.
  3. In order to allow a large number of customers to use the limited bandwidth, the Company may restrict communications that require large amounts of data communications (streaming, software downloads, file sharing, etc.) or that the Company deems to have the potential to do so.
  4. The Company shall not be obligated to take any of the measures in the paragraphs of this Article, and shall not be liable for any damages incurred by the User or any third party as a result of taking or failing to take any of the measures.
9. (Prohibited items)
- In using the Service, users shall not engage in any of the following acts, and if the Company determines that a user is engaging in any of the following acts, the Company may suspend the use of the Service.
1. Any act that infringes or may infringe the copyright or other rights of a third party or the Company.
  2. Any act that infringes on the property or privacy of a third party or the Company, or any act that may infringe on such property or privacy.
  3. In addition to the preceding item, any act that causes or may cause disadvantage or damage to a third party or the Company.
  4. Any act that defames or slanders a third party or the Company.
  5. Any act that offends or may offend public order and morals (obscenity, prostitution, violence, cruelty, abuse, etc.), or any act that provides information offensive to public order and morals to a third party.
  6. Criminal acts or acts that lead to or may lead to criminal acts.
  7. (4) Actions that make the Service itself for commercial purposes, such as resale or lease of the Service.
  8. Establishing or soliciting to establish a pyramid scheme.
  9. (iii) Sending advertisements, promotions, solicitations, etc. that are distributed to an unspecified number of people, fraudulent information, or e-mail that is or may be objectionable (harassing e-mail).
  10. Interfering with a third party's or our company's ability to receive e-mail, or requesting or

forwarding chain mailings in response to such a request.

11. (2) Use of the Service by impersonating a third party.
  12. Unauthorized access to, or tampering with, or erasure or other unlawful acts by the Company or any third party through the Service.
  13. Use or provision of computer viruses or other harmful programs through or in connection with the Service.
  14. Any act that causes inconvenience or disadvantage to a third party or the Company, any act that may interfere with this service, or any act that interferes with the operation of this service.
  15. Any act that causes or is likely to cause serious hindrance to such use of the Service by any direct or indirect user of the Service.
  16. (2) Actions to bypass or cause to be bypassed the procedures necessary to start using the Service as specified by the Company without the Company's permission.
  17. Other acts that violate or may violate laws and regulations.
  18. Other activities that the Company deems inappropriate.
10. (User's responsibility)
1. In the event that any damage is caused to the Company or a third party as a result of an act of a user that falls under the preceding Article (Prohibited Matters), the user shall assume all legal responsibility, including compensation for damages, even after the user loses his/her user status.
  2. In the event that a user suffers any damage or incurs any legal liability in connection with information or files uploaded or downloaded using the Service, the user shall handle such damage or liability at the user's own responsibility and shall not make any claim or cause any inconvenience to the Company.
11. (Ownership and intellectual property rights)
1. Ownership and intellectual property rights to all programs, software, services, procedures, trademarks, trade names, or services provided by third parties that comprise the Service, or to the technology associated with the Service in general, shall belong to the Company or the relevant provider.
  2. Users may not use any information or files provided through the Service in any manner beyond the scope of reproduction for personal use by the user as stipulated in the Copyright Act without the permission of the rights holder.
  3. Users shall not allow any third party to use or publish any information or files provided through the Service in any manner whatsoever without the permission of the rights holder.
  4. In the event of a dispute arising from a violation of the provisions of the preceding two paragraphs, the user shall resolve said dispute at his/her own expense and responsibility and shall not cause damage to the Company.
12. (Distribution of information to users, etc.)
1. When a user uses the Service, the Company may display on the screen of the web browser (including the screen during the process of logging into the Service) event information, etc. (meaning information on sightseeing, events, stores, and other information that the Company deems useful to the user) from the Company, facility managers (meaning persons who manage places where wireless base station equipment (meaning switching equipment installed to provide the Service, including equipment connected to such switching equipment) is installed), and other third parties. ) and other third parties (information on sightseeing, events, stores, and other information that the Company

- deems beneficial to users).
2. When a user uses the Service, the Company shall, to the minimum extent necessary to display event information, etc. on the web browser screen, change the user's communication contents (limited to changes that add information necessary for the display of event information, etc.; changes to encrypted communication contents (<https://>で始まる URL との (This does not include changes to the content of encrypted communications (such as the content of communications)). できるものとします。
  3. By terminating the use of the Service, the User may suspend the indication based on Paragraph 1 or the change of communication contents based on the preceding Paragraph.
13. (Use of user information)
1. The location information, time of use, languages used, and other information obtained may be analyzed as non-personally identifiable information and provided to third parties such as local governments and cooperating companies as statistical information for use in local tourism and disaster prevention measures, etc.
14. (Termination of this Service Agreement)
1. When a user terminates the connection to the base station equipment for this service, if the time set for the base station equipment passes without reconnection after such termination, the Service Agreement will naturally be terminated without any indication of intent from the Company.
  2. When the Service Usage Contract is terminated, the user must apply for Article 2 again in order to use the Service.
15. (Discontinuance or suspension of this service)
1. The Company may suspend or discontinue the operation of the Service in any of the following cases
    - (ア) When maintenance or construction of the system of this service is performed periodically or urgently, or when such maintenance or construction is unavoidable due to a failure of our system or other unavoidable reasons.
    - (イ) (iii) If the Service cannot be provided as usual due to war, riot, disturbance, labor dispute, earthquake, eruption, flood, tsunami, fire, power outage, or any other force majeure.
    - (ウ) (2) When the provision of this Service is suspended or interrupted due to regulations or orders issued by national or local government agencies, or by other telecommunications carriers, etc.
    - (エ) (2) When the Company deems it necessary to temporarily suspend the Service for any other reason.
16. (Disclaimer)
1. Notwithstanding any other provision of these Terms and Conditions or the General Terms and Conditions, the Company shall not be liable for any damages incurred by users in connection with the provision of the Service, except in cases of intentional or gross negligence on the part of the Company.
  2. The provisions of the preceding paragraph shall not apply if the Service Usage Contract established between the Company and the user constitutes a consumer contract as defined in Article 2, Paragraph 3 of the Consumer Contract Act (Act No. 61 of 2000).
  3. The Company does not guarantee the operation of any telecommunications equipment or software used by the user.
17. (Protection of personal information)

In collecting, using, providing, and publicly disclosing users' personal information, the Company will ensure thorough compliance with the "Act on the Protection of Personal Information" (Law No. 57, May 30, 2003), and will also comply with the Company's "Privacy Policy" (see the Company's website). Hereinafter referred to as the "Privacy Policy"). The Company will appropriately implement the Privacy Policy in accordance with the "Privacy Policy" (refer to the Company's website).

18. (Governing law and agreed jurisdiction)

This Agreement shall be governed by and construed in accordance with the laws of Japan. In addition, the Installation Owner and the Company agree to submit to the exclusive jurisdiction of the Tokyo District Court as the court of first instance for any and all disputes related to this Agreement.

(Adopted October 1, 2018)

Services that support roaming to this service

Service compatible with OpenRoaming operated by Wireless Broadband Alliance (WBA)

Services for roaming with Cityroam

Services that support roaming with eduroam and anyroam

Services compatible with Infal Wi-Fi Authentication Infrastructure Service