

## **Terms of Use of the Ube City Public Wireless LAN**

### **Article 1. Purpose**

The city of Ube (the “City”) provides public wireless LAN (local area network) to access the internet in designated locations (the “Hotspots” or “Hotspot”) with the aim of improving the user experience in the City’s facilities where the Hotspots are available. The internet connection via any or all of the public wireless LAN provided by the City (the “WLAN”) will herein be referred to as the “Service”. These terms of use (the “Terms”) define the conditions under which the WLAN and by extension the Service may be accessed and used.

### **Article 2. Content of Service**

The WLAN may be used to connect to the internet in the locations defined in Article 3. Users of the Service will herein be referred to as “Users”, “User”, or “you”.

### **Article 3. Locations and Hours of Service**

The Service will be available in the Hotspots during the hours of operation of the respective facility. The Hotspots are listed in a separate table (indicated below). The City reserves the right to change the hours of Service at the discretion of its mayor (the “Mayor”) under special circumstances such as during a disaster, for a special event, and so forth.

### **Article 4. Procurement of the Device(s) Required to Use the Service**

You are responsible for bringing your own laptop, tablet, or any such compatible device(s) needed to access and use the Service.

### **Article 5. User Consent**

You may access and use the WLAN and the Service if and only if you agree to the Terms. By accessing or using the Service, you acknowledge that you have reviewed and agree to the Terms.

### **Article 6. Usage Fee**

The Service may be accessed and used free of charge.

### **Article 7. Suspension or termination of use**

The Mayor reserves the right to immediately suspend, terminate, or limit your use of the Service without prior notice if:

- (1) You commit any of the acts prohibited in Article 8.1;
- (2) You violate any of the Terms other than the Term specified in Article 8.1;
- (3) You are deemed inappropriate to use the Service by the Mayor.

### **Article 8. Prohibitions**

**8.1** Through the use of the Service, you agree not to:

- (1) Violate or risk violating the copyright or any other rights of the City or a third

party.

- (2) Cause or risk causing damage or prejudice against the City or a third party.
- (3) Make a defamatory statement against the City or a third party.
- (4) Engage or risk engaging in an action contrary to public order or morality, or engage in an action that provides information that is contrary to public order or morality.
- (5) Engage or risk engaging in a criminal offense.
- (6) Engage in electoral campaigning, or any such activity, regardless of whether the act was committed during or outside of an election period.
- (7) Engage in political, religious, or sex-related activity.
- (8) Use a harmful program such as computer viruses, or send or provide such program to another regardless of whether or not the receiver gave consent.
- (9) Send a large amount of emails to a specified or an unspecified number of recipients for online sales, multi-level marketing, business opportunity sales, or any such purpose.
- (10) Transmit an excessively large amount of data such as for sharing files via file sharing software, and so forth.
- (11) Engage in any action, besides the actions defined in the above items, that violates or that risks violating any applicable law including but not limited to the Japanese Act on Prohibition of Unauthorized Computer Access (Act No. 128 of 1999), or engage in any action that the Mayor deems inappropriate.

**8.2** You assume full liability and responsibility for any damage or loss the City or a third party incurs as a result of any action you take listed in section 8.1. The City assumes no liability and responsibility whatsoever for the said damage or loss.

#### **Article 9 Suspension or discontinuation of Service**

**9.1** The Mayor can suspend or discontinue the provision of the Service under any of the following circumstances:

- (1) When the system for the WLAN is undergoing a regular or an emergency maintenance or revision.
- (2) In the event of war, riot, social unrest, labor dispute, earthquake, volcanic eruption, flood, fire, power outage, or any other force majeure event that hinders the regular operation of the WLAN.
- (3) In the event of a network failure or a trouble with the system infrastructure for the WLAN, and in any such compelling event.
- (4) When, for any other circumstances than those listed above, the Mayor deems it necessary to temporarily suspend the Service for whatever reason related to the operation of the WLAN.

**9.2** The City assumes no liability and responsibility whatsoever for any damage or loss

incurred by you or a third party as a result of the suspension or discontinuation of the Service regardless of the reason for the suspension or discontinuation.

#### **Article 10. Disclaimers**

**10.1** The City does not guarantee in any way the safety, accuracy, reliability, or usefulness of the Service, or of any information or data you may obtain through the Service.

**10.2** The City assumes no liability and responsibility whatsoever for any damage or loss you incur through or due to the use of the Service or any circumstances related to the Service including but not limited to the following: any delays, changes, suspension, discontinuation, or any circumstances related to the provision of the Service; any loss of your information or data registered, provided, or collected through the use of the Service; any damage such as loss or breach of data and so forth resulting from the infection by computer virus of your device(s).

**10.3** You are responsible for paying all fees applicable for any paid service you use online through the Service regardless of the reason for its use.

**10.4** You are responsible for carrying out any configuration on your device that is required to connect to the WLAN if you wish to access it. The City assumes no liability or responsibility even if you are unable to use the Service due to any circumstance related to your hardware or software including but not limited to your device type, basic software, other software, web browser, etc.

**10.5** The City assumes no liability or responsibility for any dispute or conflict between you and a third party resulting from your use of the Service.

**10.6** The Mayor reserves the right to record your access log, and restrict access to certain web sites to ensure the appropriate use of the Service.

#### **Article 11. Modification of the Terms**

The Mayor reserves the right to modify the Terms at any time without your consent.

#### **Supplementary Provision:**

The Terms are effective as of December 1, 2015.

List of the Hotspots (see Article 3):

Number	Facility in which the Service is available	Specific area therein where the Service is accessible
1	Ube City Library	<p>In the Reference Research and Local Documents Room as well as in part of the South Side study seats (at the Complete Works section).</p> <p>*Note: The power outlets inside the facility are not for public use except for those in the Reference Research and Local Documents Room.</p>
2	Ube City Manabi no Mori Kusunoki	<p>Inside the facility.</p> <p>*Note: The power outlets inside the facility are not for public use except for those by the North side reading seats.</p>