

Ojiya City Public Wireless LAN: Terms of Use

(Key objectives)

Article 1. The Ojiya City Public Wireless LAN Terms of Service (hereinafter referred to as "this Agreement"), the public wireless LAN named "OJIYA_FREE_Wi-Fi" (hereinafter referred to as the "Service") shall provide coverage in the urban area of Ojiya City (hereinafter referred to as the "City") for maximizing the convenience of citizens and visitors. The Service shall stipulate all necessary provisions for the use of the Service in the city center area. Individuals who avail of this Service shall be deemed to have consented to these Terms of Use.

(Contents of the Service)

Article 2. The User (hereinafter referred to as the "User") may use the Service to connect to the Internet as well as consult any information transmitted by the City, including information published online by the municipal government.

2 The SSID used by the Service shall be "OJIYA_FREE_Wi-Fi" .

3 This Service is provided free of charge.

(Use of the Service)

Article 3. The User shall be required to comply with the "Act on Prohibition of Unauthorized Computer Access" and other relevant laws and regulations when making use of the Service.

2 In addition to the aforementioned general Terms of Use, the User shall additionally agree to the specific Terms of Use (hereinafter referred to as "Terms of Use of the Provider") as stipulated by the Service operator (Wire and Wireless Co., Ltd.).

3 The User shall assume full responsibility and expense for any necessary communication equipment, software, and power supply, etc. to avail of the Service.

4 The user shall assume full responsibility for setting up and operating any personal communications equipment, etc. to avail of the Service.

5 The User shall take all reasonable and necessary preventive measures and precautions, including security measures, for protecting personal communications equipment connected to the Service.

6 The User shall make use of the Service with due consideration towards not disturbing third parties.

(Copyright Notice)

Article 4. All intellectual property rights (including and not limited to copyrights, patents, utility model rights, design rights, trademarks, trade secrets, and other similar rights) associated with the Service, and all information, etc. displayed therein, shall belong to the City or the respective right holders.

(Prohibitions)

Article 5. While availing of this Service, the User shall not engage in any of the acts listed below. In addition, if any of the undermentioned acts by a User are deemed to be responsible for damage to third parties, the User shall be required to resolve the matter at the User's personal expense, without the transfer of any liability to the city.

- (1) Any act whatsoever that might infringe the copyrights or other rights of third parties.
- (2) Any act whatsoever that might infringe the property or privacy of third parties.
- (3) Above and beyond the two aforementioned cases, any act whatsoever might result in a disadvantage or damage to third parties.
- (4) Any act whatsoever that may be deemed libelous or defamatory.
- (5) Any act whatsoever that may be deemed offensive to public order or morals.
- (6) Any act whatsoever that may be deemed criminal.
- (7) Any act whatsoever that may be related to sex, religion, or politics.
- (8) Any illicit use of authentication information.
- (9) Any act whatsoever that may be deemed to be involved in distributing harmful programs including, but not limited to, computer viruses.
- (10) Any act whatsoever which may be deemed to proliferate spam including, but not limited to, mail order sales, chain sales transactions, sales inducements to provide services, and other acts of sending mass mailings to any number of third parties for similar purposes.
- (11) The sending or receiving of large volumes of data by engaging in, but not limited to, file sharing.
- (12) In addition to the aforementioned abuse cases, any act whatsoever which might violate any applicable laws and regulations.

(Discontinuation of Use)

Article 6. When a User is deemed to qualify for under any of undermentioned considerations, the use of the said User may be terminated immediately without prior notice.

- (1) When a User is deemed to have engaged in any act that qualifies for any of the aforementioned prohibitions.
- (2) When the User is deemed to have violated the Terms of Use or the Terms of Use of the Provider.
- (3) In the event that the City deems a User' s conduct to be inappropriate or the User to be unsuitable for the service.

(Suspension of Service)

Article 7. The City may suspend the Service in any of the following circumstances:

- (1) In the event of periodic, scheduled, or emergency maintenance, or construction activities associated with the Service architecture.
- (2) In the event of disasters including, but not limited to, earthquakes, conflagrations, power outages, or other emergency situations that might prevent the normal operation of the Service.
- (3) In the event of unavoidable circumstances including, but not limited to, equipment or network failures within the Service infrastructure.
- (4) When the City deems it necessary to temporarily suspend the Service.

(Disclaimers)

1 Article 8. The City shall not guarantee the completeness, accuracy, certainty, usefulness, etc. of

the information, etc. obtained by the User through this Service.

2 In providing the Service, the City shall not be held liable for any damage caused by infection of the User's communication equipment, etc., with computer viruses, etc., which might result in data corruption, data loss, or other damage to the User incurred in connection with the Service.

3 The City shall not be held liable for any premium services accessed by the User over the Internet.

4 In providing the Service, the City shall assume no responsibility for the unavailability of the Service due to the configuration or settings of the communications equipment, etc., with which the User attempts to connect to the Service, or for any other reason.

5 The City shall not be held liable for any disputes with third parties arising from the User's use of the Service.

6 The City may change the contents or configuration of the Service without the consent of the User.

(Changes to the Terms of Use)

Article 9. The City may change the contents or configuration of the Service without the consent of the User.

(Governing Law and Jurisdiction)

Article 10. The governing legal framework regarding these Terms of Use shall be the Law of Japan, and in the event of a dispute between the City and the User in connection with Terms and Conditions or the Service the dispute shall be subject to the exclusive jurisdiction of the Nagaoka Division of the Niigata District Court as the court of first instance.

Supplementary Provisions

These Rules and Regulations shall be considered effective from January 1 , 2023.