

## Warabi City Public Wireless LAN Terms of Use

(The purpose)

### Article 1

This agreement establishes the terms of use for the public wireless LAN Internet connection service provided by Warabi City for the purpose of improving convenience for citizens and visitors and for use in the event of a disaster.

In this agreement, the public wireless LAN Internet connection service is referred to as "Service".

2. Those who use the Service (hereinafter referred to as "Users") shall be deemed to have agreed to these terms and conditions.

(Contents of the Service)

### Article 2

Users may use the Service to connect to the Internet.

2. There shall be no charge for using the Service.

(Terms of Use)

### Article 3

In using the Service, the User must comply with the "Act on Prohibition of Unauthorized Computer Access" and other related laws and regulations.

2. In addition to the Terms of Use, users must agree to the terms of use stipulated by the service provider.

3. Users must prepare their own communication devices (computers, smartphones, etc. with Wi-Fi function, hereinafter referred to as "communication devices") necessary to use this service.

4. Warabi City shall not provide any power supply for the communication equipment used by the User, its attached equipment, etc.

5. The User shall set up and operate the communications equipment to use the Service.

6. Users shall endeavor to ensure security at their own responsibility.

7. Users shall use the Service with consideration not to disturb others.

(Suspension of Use)

### Article 4

When a user falls under any of the following items, the use by the user may be terminated immediately without prior notice.

(1) When a user commits an act that falls under any of the prohibited items

(2) If the user violates these Terms of Use or the terms of use of the service provider

(3) In the event that Warabi City deems that the user is otherwise inappropriate as a user.

(Acquisition of usage history and purpose of use)

## Article 5

When the user uses this service, Warabi City may, as necessary, use the time of use of this service, the user's IP address, and the individual identification information (MAC address) of the terminal for the following purposes.

- (1) When investigating the usage status of the Service
- (2) For use as statistical data for the purpose of reviewing and improving the content of the Service

(Copyright, etc.)

## Article 6

Intellectual property rights related to this service and various information displayed on this service belong to Warabi City or the right holder of each right.

These intellectual property rights include copyrights, patent rights, utility model rights, design rights, trademark rights, know-how, etc.

(Prohibited matter)

## Article 7

Users shall not perform any of the following acts when using this service.

- (1) Acts that infringe or may infringe copyrights or other rights of others
- (2) Acts that infringe or may infringe on the property or privacy of others
- (3) In addition to the cases listed in the preceding two items, acts that cause or may cause disadvantage or damage to others or Warabi City
- (4) Slander, defamation, insults, or other acts that cause discomfort to others
- (5) Acts contrary to public order and morals, or acts that are likely to do so
- (6) Criminal acts or acts that may
- (7) Acts related to sexual customs, religion, or political activities
- (8) Acts of illegally using authentication information
- (9) Acts of providing harmful programs such as computer viruses
- (10) Acts of sending a large number of e-mails to a large number of specified or unspecified numbers for mail-order sales, multilevel marketing transactions, business promotion sales transactions, and other purposes
- (11) Acts of sending and receiving large amounts of data using file sharing software, etc.
- (12) Acts that violate or may violate laws and regulations in addition to those listed in the preceding paragraphs

(Suspension of operation)

## Article 8

Warabi City shall be able to suspend the provision of this service if any of the following items apply.

- (1) When performing maintenance or construction of the system of this service
- (2) When the Service cannot be operated normally due to an earthquake, fire, power outage

or other emergency

(3) When there is an unavoidable reason such as equipment or network failure related to the provision of this service

(4) Other cases where Warabi City determines that temporary suspension of this service is necessary

(Disclaimer)

#### Article 9

Warabi City does not make any guarantees regarding the completeness, accuracy, certainty, usefulness, etc. of the information, etc. that the user obtains through this service.

2. When providing this service, Warabi City will not be held responsible for any damage due to computer virus infection, data corruption, leakage, or any other damage to the user that occurs in connection with this service.

3. Warabi City shall not be held responsible for paid services used by users on the Internet.

4. Warabi City shall not be held responsible for any inability to use the service due to other reasons such as the configuration or settings of the communication device that the user attempts to connect to the service.

5. Warabi City shall not be held responsible for any damages to users and third parties due to the provision, delay, change, suspension or abolition of this service.

6. As a result of the user's use of this service, disputes, etc. that arise with other parties shall be resolved at the user's responsibility and expense, and Warabi City shall bear no responsibility.

7. Warabi City shall be able to change the contents of this service without obtaining the user's consent.

(Changes to Terms of Use)

#### Article 10

Warabi City shall be able to change this agreement without obtaining the user's consent.

(Compensation for damages)

#### Article 11

In the event that Warabi City suffers damage due to the user violating the terms, the user shall bear the damage.

(Governing Law and Jurisdiction)

#### Article 12

The law governing this agreement shall be Japanese law, and in the event of a dispute between Warabi City and the user in relation to this agreement or this service, the Saitama District Court shall be the exclusive jurisdictional court of the first instance.

Supplementary provision

This agreement shall come into effect from October 1, 2023.