

Free Wi-Fi Service Terms and Conditions of Use(O)

Terms and Conditions of Use

Article 1 (Applicability of Terms and Conditions of Use)

1. The following terms and conditions of use (“Terms of Use”) govern the use of Wi2 Free Public Wireless LAN Service (“Service”) that Wire and Wireless Co., Ltd. (“Wi2”) provides to the user (“User”).

2. In the event that it becomes necessary for Wi2 to revise these Terms of Use as a result of revision of laws, changes in social conditions, or other circumstances, then Wi2 may revise these Terms of Use based on the provisions of Article 548-4 (Amendment to Standard Terms of Contracts) of the Civil Code (Act No. 89 of 1896).

Article 2 (Service Subscription)

Any applicant who wishes to use the Service (“Applicant”, who will become “User” upon completion of the subscription) must agree to these Terms of Use and the Public Wireless LAN Service Agreement (“Service Agreement”) before following the Service subscription procedure prescribed by Wi2. The subscription contract for the Service (“Service Subscription Contract”) shall be concluded at the time when the Applicant agrees to the above. The Service corresponds to use by profiles or roaming-compatible services (Appendix), in that case, the service usage contract shall be deemed to have been concluded upon completion of the connection. Any underage applicant is assumed to be applying for the Service with parental consent.

Article 3 (Conditions for Use of Service)

The User shall prepare, at its own responsibility and expense, any data communication hardware and software necessary to use the Service.

Wi2 provides Applicants who wish to use the Service with a profile to assist them in repeatedly applying for and using the Service. Profiles can be used for roaming to other services based on the terms of use agreed at the time of subscription. Profiles may become invalid after one year of inactivity or roaming inactivity.

Article 4 (Service Fee)

No fee is charged for use of the Service.

Article 5 (Restriction on Assignment of User Rights)

The User may not transfer his or her position under the Service Subscription Contract that

was concluded based on Article 2, nor assign or pledge as collateral any of his or her rights or obligations based on the Service Subscription Contract, to any third party without written permission from Wi2.

Article 6 (Use of Third Party Information)

The User agrees that any third party providing any information for use by the User is fully responsible for such information and that Wi2 is not the provider of such information.

Article 7 (Non-guarantee of Information Provided by a Third Party)

1. Wi2 does not guarantee products, services or information provided by third parties through the Service regarding areas such as its completeness, accuracy, certainty, usefulness, etc.
2. Wi2 does not bear any responsibility when a dispute arises between the User and a third party regarding usage by the User of products, services or information provided by third parties.

Article 8 (Restrictions of Use of Communication)

1. Wi2 may take one or a combination of the following actions when the User carries out an action applicable to Article 9 (Forbidden Acts), when the User is in violation of these Terms of Use, when the User does not obey notifications from Wi2 or when Wi2 determines it is necessary to operate the Service.

- Restrict the bandwidth allotted for communication carried out by the user using specific communication methods.
- Temporarily stop or restrict usage of the Service by the User.

2. Our company may restrict communications passing through access points (refers to internet access point information our company receives based on the terms of provision stipulated by the Internet Content Safety Association for the Child Pornography Website List) that are included in the Child Pornography Website List produced by the Internet Content Safety Association in an effort to prevent the distribution of child pornography.

Furthermore, the Service, in order to protect children, may restrict access (using filtering, etc.) to websites that our company determines to be inappropriate for use by children.

3. Because many of our customers have access to a limited bandwidth, our company may restrict communications that require large amounts of data transmission (streaming, software downloading, file sharing, etc.) or communications which our company determines may require such transmission.

4. Wi2 is not obliged to take measures in this Article and does not bear any responsibility for damage incurred by the User or a third party caused by taking measures or not taking measures.

Article 9 (Forbidden Acts)

The user may not be engaged in any of the following activities in their use of the Service. Wi2 may disconnect the service if the User is deemed to be engaged in such activity.

- 1) Any act infringing or may be infringing on the copyright or any other rights of any third party or Wi2.
- 2) Any act that violating or may be violating the property or privacy of any third party or Wi2.
- 3) Any other act causing or may be causing any disadvantage or damage to any third party or Wi2.
- 4) Any act defaming any third party or Wi2.
- 5) Any act offensive or may be offensive to public order and morals (obscene, prostitution, violent, brutal, abusive, etc.) or providing any third party with such information offensive to public order and morals.
- 6) Any criminal act or other act linked to or may be linked to a criminal act.
- 7) Any act involved in election campaigns or similar act during or off the campaign period.
- 8) Any act of making the Service for-profit by reselling or leasing the Service.
- 9) Any act of establishing or soliciting to an endless money chain (pyramid scheme).
- 10) Any act of distributing advertising or soliciting email to the general public or any act of sending fraudulent or repugnant e-mails.
- 11) Any act of intercepting email to any third party or Wi2 or any act of requesting chain-mail forwarding or forwarding e-mail in response to such request.
- 12) Any act of spoofing in using the Service.
- 13) Any act of falsifying or erasing any Wi2 or third party data accessible through the Service.
- 14) Any act of using or providing harmful programs such as computer viruses through or in connection with the Service.
- 15) Any act of causing troubles or disadvantages to a third party or Wi2, interfering with the Service or obstructing the operation of the service.
- 16) Any act of using the Service in the form that seriously impacts the direct or indirect use by the others.
- 17) Any act of using the Service or letting others use the Service by failing to follow the procedure designated by the Company necessary for the start of the use of the Service without our permission.
- 18) Any other acts violating or may be violating any laws or regulations.

19) Any other acts deemed to be inappropriate by Wi2.

Article 10 (Principle of Self-Responsibility)

The User shall be fully liable to any damages caused to Wi2 or any third party by any act of the User subject to the previous article (Forbidden Acts) including compensation even after the User is disqualified.

Article 11 (Self-Responsibility of the User)

In the event the User incurs any damages or is held liable in connection to the data or files uploaded or downloaded using the Service, the User shall fulfill such damages or legal liabilities at its own responsibility and shall not make any claim or cause any trouble to Wi2.

Article 12 (Ownership Rights and Intellectual Property Rights)

All programs, software, services, procedures, trademarks, trade names and services provided by third parties as well as all property rights and intellectual property rights for overall technology belonging to these which make up the Service belong to Wi2 or said provider.

Article 13 (Copyright)

1. The User may not use any information or file provided through the Service in any way beyond the extent of duplicating for personal use as defined in the copyright law without consent of the right holder.
2. The User may not have any third party use or disclose any information or file provided through the Service in any way without consent of the right holder.
3. In the event of any dispute arising out of any breach of the provisions of this article, the User shall settle such dispute at its own responsibility and expense and shall ensure that Wi2 is not exposed to any damages.

Article 14 (Use of Personal Information)

Any personal information on applicants that comes to the knowledge of Wi2 through the application for the Service or the personal information of the User that comes to the knowledge of Wi2 through the process of their use of the Service will be treated appropriately in compliance with the corporate privacy policy. The purpose of use of such personal information shall be specified separately.

Privacy Policy <https://wi2.co.jp/en/privacy/>

Article 15 (Delivery of Information to Users)

1. When the User uses the Service, Wi2 may display event information and other information (information about sightseeing, special events, shops, and other information which Wi2 considers beneficial to the User) from Wi2, facility managers (persons who manage facilities where wireless base station equipment (switching equipment installed for the purpose of providing the Service and including all equipment connected to such switching equipment) is installed), and other third parties on the web browser screen (including the screens used in the process of Service login).
2. When the User uses the Service, Wi2 may alter the communication contents of the User (limited to alterations which add the necessary information for displaying event information and other information, and does not include alterations to encrypted communication contents (such as communication with a URL that begins with https://)) within the minimum necessary range for displaying event information and other information on the web browser screen.
3. The User can stop the display based on Paragraph 1 and the alteration of communication contents based on the preceding paragraph by discontinuing use of the Service.

Article 16 (Terminating the Service Subscription Contract)

1. When the User disconnected from the Service base station equipment and has not reconnected when the amount of time set at that base station equipment has elapsed, the Service Subscription Contract shall be rightfully terminated without any notice.
The same applies when using this service with a Wi-Fi profile (settings for connection) provided by Wi2.
2. Following termination of the Service Subscription Contract, in order for the User to use the Service again, the User must again complete the application in Article 2 of these Terms of Use.

Article 17 (Cancellation and Suspension of Service)

Wi2 may cancel or suspend operation of the Service in the event of any of the circumstances listed below.

- 1) When scheduled or emergency maintenance or work is performed on the Service systems, or when unavoidable in cases such as Wi2 system failure
- 2) When ordinary provision of the Service becomes impossible as a result of war, riot, civil disturbance, labor dispute, earthquake, volcanic eruption, flood, tsunami, fire, power outage or any other incident of force majeure
- 3) When the Service is canceled or suspended based on a regulation or order from a national agency or local governing body, or when the Service is canceled or suspended by another

telecommunications company

4) When Wi2 concluded that temporary suspension of the Service was necessary for reasons related to Service operations

Article 18 (Indemnification)

1. Regardless of the provisions of the Terms of Use or Service Agreement, Wi2 will not be held liable for any damages incurred by the User in connection with the provision of the Service except in cases of deliberate act or gross negligence by Wi2.

2. The provisions of the preceding paragraph shall not apply when the Service Subscription Contract concluded by Wi2 and the User is classified as a Consumer Contract as prescribed in Article 2-3 of the Consumer Contract Act (Act No. 61 of 2000).

3. Wi2 shall not warrant operation of any communications hardware or software used by the User.

Article 19 (Governing Law)

The conclusion, effect, performance and interpretation of these Terms of Use shall be governed by the laws of Japan.

Article 20 (Negotiation in good faith)

Any dispute arising out of the Service between the User and Wi2 shall be discussed mutually in good faith between the parties.

Article 21 (Jurisdiction)

In the event that litigation becomes necessary between the User and Wi2 in relation to the Service, the agreed exclusive court of first instance shall be the district court which has jurisdiction over the district where the Wi2 headquarters is located.

(Supplementary Provisions)

These revised Terms shall take effect from March 31, 2023.

Important Points

In order to protect children, the Service may restrict access (using filtering, etc.) to websites that are included in the Child Pornography Website List provided by the Internet Content Safety Association, as well as to websites that our company determines to be inappropriate for use by children.

Furthermore, because many of our customers have access to a limited bandwidth, we may

restrict communications that require large amounts of data transmission (streaming, software downloading, file sharing, etc.) or communications which our company determines may require such transmission.

Utilization of Location Data and Other Information for Tourism Promotion and Disaster Prevention

Location data, time of use, language of use and other personally non-identifiable data may be provided to local governments, partner companies and other third parties for analysis as statistical data in developing local tourism promotion and disaster prevention policies.

(Appendix) Services that support roaming to the Service

- Services compatible with OpenRoaming operated by the Wireless Broadband Alliance (WBA)
- Service compatible with roaming with Cityroam

Reference

■ About OpenRoaming

An international wireless LAN roaming platform jointly developed by the Wireless Broadband Alliance (WBA), an industry association of public wireless LAN service providers, and its participating companies.

■ About Wireless Broadband Alliance (WBA)

An industry group of public wireless LAN service-related businesses, such as telecommunications carriers, operating on a global scale. In Japan, since 2018, Tohoku University has taken the lead in launching Cityroam, a roaming platform in Japan, and building and operating an authentication hub as a member of WBA.

■ About Cityroam

Cityroam is a wireless LAN roaming federation that enables secure, automatic connection public wireless LAN services in various facilities and urban areas using accounts for providers, carriers, schools and guests.

It is interconnected with various roaming federations such as eduroam, a wireless LAN roaming system for education and research, and WBA OpenRoaming, in which telecommunications carriers and cities around the world participate.