

Terms of Use of Fukushima Prefectural Culture Center Free Wi-Fi

(Purpose)

Article 1 (1) Fukushima Prefectural Culture Center (hereafter referred to as the “center”) establishes this Terms of Use of Fukushima Prefectural Culture Center Free Wi-Fi (hereafter referred to as the “terms”) for the operations of “Kenbun Free Wi-Fi”: the service of the public wireless LAN at the center (hereafter referred to as the “service”).

(2) The service is provided for the purpose that improves convenience for a person who visits the center, and is operated based on the terms.

(User)

Article 2 (1) The term of “user” as used in the terms means a person who visits the center and wishing to have access to the service.

(2) When a user has access to the service, that person is considered to agree on the terms.

(Contents)

Article 3 (1) By using the service, a user may carry out accessing to the internet, sending and receiving data, and reading information about the center, etc.

(2) The SSID of the service is “Kenbun_Free_Wi-Fi_2”.

(3) The service is available at free of charge.

(4) The service is available every day from 8 am to 10 pm in general.

(Use Conditions)

Article 4 (1) When a user has access to the service, that person must observe the Act on Prohibition of Unauthorized Computer Access (Act No. 128 of August 13, 1999), and, the related laws and regulations, etc.

(2) In addition to the terms, a user must agree on the Terms of Use of Nihon Telegraph and Telephone East Corporation (NTT East Corporation): the provider of the service (hereafter referred to as the “terms of the provider”).

(3) A user prepares communication device, software, and power supply, etc., that are used for the service, with the responsibilities and expenses.

(4) When a user has access to the service, that person carries out setting up and operating to the communication device, etc. by itself.

(5) A user carries out security measure of the communication device, etc. that are used for the service.

(6) When a user has access to the service, that person must consider not to annoy others.

(copyright)

Article 5 (1) The Intellectual Property Rights (IPR), which concern the service itself and information, etc. that are shown during the use of the service (including Patent Rights, Utility Model Rights, Breeder’s Rights, Design Rights, Copyrights, and the similar rights), belong to the center or their rights holders.

(Prohibitions)

Article 6 (1) When a user has access to the service, that person is prohibited following actions:

- (i) an action that infringes or is likely to infringe copyright and other rights;
- (ii) an action that infringes or is likely to infringe property and privacy of others;
- (iii) in addition to what is set forth in the preceding two items, an action that gives or is likely to give disadvantage to others;
- (iv) an action to defame others;
- (v) an action that violates or is likely to violate public order and morality;
- (vi) an action that is or likely to be a crime;
- (vii) an action that concerns adult entertainment, and, religious and political activities;
- (viii) an action of unauthorized use of authentication information;
- (ix) an action to send and receive large amount of data, by using file-sharing software, etc.;
- (x) an action to provide harmful program, that is computer virus, etc.;

- (xi) an action to send large amount of e-mail, etc. to specified or unspecified person, for the purpose of mail order sales, multilevel marketing transactions, business opportunity sales transactions, etc.;
 - (xii) in addition to what is set forth in the preceding items, an action that infringes or is likely to infringe laws and regulations, etc.
- (2) If a user inflicts a loss on others by the action falling under each of the items in the preceding paragraph, that person must solve the matter with the responsibility and expense, and, the center does not bear any and all liabilities.

(Termination of Use)

Article 7 (1) If a user is in circumstances falling under one of the following items, the center is capable to terminate that person's use of the service without any informing in advance:

- (i) a case that the person acts to what is set forth in the prohibited matters;
- (ii) a case that the person infringes the terms or the terms of the provider;
- (iii) in addition to what is set forth in the preceding two items, a case that the center judges the person is inappropriate for the service.

(Liability for Damage)

Article 8 (1) When the center is inflicted damage by a user falling under each of the items of the preceding Article, that is possible to claim for the compensation to that person.

(Suspension to Provide)

Article 9 (1) If the center is in circumstances falling under one of the following items, that is possible to suspect to provide the service;

- (i) a case that inspection or construction work pertaining to the service is periodically or emergently carried out;
- (ii) a case that it is difficult to provide the service as usual, because of power failure, earthquake, fires, flood, and other emergency situations;
- (iii) a case that it is inevitable reason, that is fault in facilities and networks, etc.;
- (iv) in addition to what is set forth in the preceding three items, a case that the center judges the suspension to provide the service.

(Disclaimers)

Article 10 (1) When a user has access to the service and obtains information, etc., the center does not hold any guarantee of the integrity, accuracy, and validity, etc.

- (2) If the communication devices, etc. used for the service are inflicted data damage and leakage, and other losses, the center does not bear any and all liabilities.
- (3) When a user has access to the service and pays in fee-based-service, the center does not bear any and all liabilities.
- (4) If a user is not capable to have access to the service, because of the construction, setting, and other reasons, of the communication device, etc., that wishing to have access to the service, the center does not bear any and all liabilities.
- (5) When a dispute, etc. between a user and others is occurred during that person's use of the service, the center does not bear any and all liabilities.
- (6) The center is capable to change a content of the service without the consent of the user.

(Change of the Term)

Article 11 (1) The center is capable to change the terms without the consent of the user.

(Governing Law)

Article 12 (1) The governing law concerning the terms is that in Japan.

Supplementary Provisions

The terms come into effect as of April 1, 2020.