

Hida-Takayama Free Wi-Fi Service Usage Agreement

In order to provide a free Wi-Fi service (hereinafter “this Service”) with the aim of offering visitors to Takayama City (hereinafter “the City”) a connection to the Internet and tourism/emergency information, the City shall establish a usage agreement (hereinafter “this Agreement”) for this Service and then provide this Service based on this Agreement. It is necessary to consent to this Agreement in order to use this Service.

Article 1 (Right of Use)

The City shall grant visitors who have consented to this Agreement with the right to use this Service for a period of seven days from the date of consent.

Article 2 (Usage Fees)

There shall be no usage fees. However, it is necessary to register information relating to the user when using this Service. Moreover, costs pertaining to the equipment (e.g. telecommunications equipment) necessary to use this Service shall be borne by the user.

Article 3 (Service Content)

It shall be possible to use the following functions in this Service.

- Distribution of news and information (e.g. disaster information) from the City
- Browsing of tourism information provided by the City and relevant organizations
- Connection to the Internet provided by telecommunications carriers

Article 4 (Purpose of Use of History Information Etc.)

1. Acquisition of History Information Etc.

The City may acquire information of the usage time, usage method and usage environment (including information of the various settings at the time of use) of this Service, as well as the IP address of the user and identification information of the user’s device (e.g. MAC address), when users use this Service.

2. Purpose of Use of History Information Etc.

The City shall use the acquired history information etc. for the following main purposes.

- Surveys of the number of users of the site of the City
- Analysis to enrich, improve and consider new services for the tourism projects run by the City and relevant organizations

Article 5 (Purpose of Use of Personal Information)

1. The City shall use the personal information acquired from users due to use of this Service only for the following purposes.

- In order to provide this Service
- In order to communicate with users as necessary
- **In order to improve the quality of this Service and to suit the convenience of the user**
- In order to carry out analysis to develop the tourism projects of the City

Please check with the applicable webpage in regards to the personal information protection policy of the City

2. Users of this Service shall consent to the collection, management and usage of the personal information they have registered by the City for the purposes in the preceding paragraph.

Article 6 (Copyright Etc.)

The intellectual property rights (including, but not limited to, copyright, patent rights, utility model rights, design rights, trademark rights and know-how; hereinafter the same) of this Service and the intellectual property rights relating to the various information displayed in this Service shall belong to the City or the respective rights holder.

Article 7 (Prohibited Acts)

Users shall be prohibited from the following acts when using this Service.

- Acts that reproduce, reprint and redistribute any images, data or information used in this Service without obtaining the prior consent of the City in writing regardless of whether this is for compensation or not and regardless of the form
- Acts that infringe on the intellectual property rights (copyright, patent rights, utility model rights, design rights, trademark rights, know-how and any other rights) of the City or a third party
- Acts that cause discomfort to other users
- Acts that infringe on the confidence or honor of others and on the rights (privacy rights, image rights and any other rights) of others
- Inappropriate acts that are carried out in order to obtain benefits
- Acts that interfere with the provision of this Service or the usage of this Service by other users, as well as acts that are an obstacle to these
- Acts that are contrary to laws or public order and morality
- Other acts that are deemed inappropriate by the City based on reasonable grounds

Article 8 (Disclaimer)

1. The City provides no guarantee whatsoever that there are no defects (e.g. bugs, errors or malfunctions) in this Service or that this Service will be provided without interruption. Moreover, the City provides no guarantee whatsoever in regards to fitness for a particular purpose, intellectual property rights and other rights. The City shall bear no responsibility to provide recovery or carry out repairs even if there is some kind of defect in this Service.

2. The City shall bear no responsibility even in the event damage or problems result due to the usage of this Service by the user or due to the failure to be able to use this Service.

3. The City shall bear no responsibility regardless of the reason in regards to damage or problems that arise in the user in the following situations (this includes, but is not limited to, the damage or loss of the user's information)

- In the event it is not possible to use this Service due to the usage environment of the user
- In the event the City changes this Service or suspends usage of this Service
- In the event defects arise in the user's device, OS, browser, software and other ancillary equipment or in the event data in the user's device is damaged or lost

- In the event there are acts contrary to laws or public order and morals, defamation, insults, privacy violations, intimidation, slander and harassment between users or between users and third parties
4. The City provides no guarantee whatsoever either expressed or implied about the accuracy, completeness, recentness or quality of the information posted on this Service. Moreover, the City shall bear no responsibility in relation to any damage or problems that occur in the user in regards to information displayed in this Service or changes and updates to this.
 5. In the event information (e.g. comments) posted by a user in this Service violates any one of the items set forth in this Agreement, the City shall amend, edit or delete all or part of the applicable information and may suspend the usage of this Service in accordance with the provisions in Paragraph 2 of Article 9, but shall bear no responsibility in regards to any damages resulting from this. Furthermore, even if there is a violation in the information (e.g. comments) posted by the user, the City shall not be obligated to delete this information.
 6. The City shall not answer any questions about the specifications of this Service.

Article 9 (Suspension of This Service)

1. In the event the City deems it necessary, the City shall suspend or terminate the usage of all or part of the functions of this Service without any notice. In addition, the City shall bear no responsibility even in the event this results in damage to the users.
2. In the event a user violates even one of the items set forth in this Agreement, the City shall be able to cancel this Agreement with the applicable user without any notice and then unsubscribe the applicable user from this Service and suspend usage of this Service.

Article 10 (Changes to This Agreement)

1. The content of this Agreement may change without obtaining the consent of users either before or after and without notice in the event the City deems it necessary. In the event of using this Service after such a change, users shall be deemed to have consented to the applicable change.
2. In the event this Agreement is changed, the City shall notify users or make a public announcement by a method determined to be applicable by the City (e.g. a posting on the homepage).

Article 11 (Damages)

In the event the City suffers damages as a result of a violation to this Agreement by a user, the user shall bear the damages for this.

Article 12 (Compliance with Laws)

Users shall comply with all relevant laws, government ordinances, ministerial ordinances, regulations, rules and directives in addition to this Agreement when using this Service.

Article 13 (Governing Law and Court of Jurisdiction)

The governing law relating to this Agreement shall be the law of Japan. Furthermore, in the event a dispute arises between the City and a user in regards to this Agreement or this Service, Gifu District Court shall be the exclusive court of jurisdiction in the first instance.

This Agreement shall be effective from August 1, 2014.

Takayama City, Gifu Prefecture