

Consent with Terms of Service

Use of the free internet connection service provided by NTT Broadband Platform, Inc. requires consent with the terms of service as presented via a means determined by the company. This service will acquire such information as the MAC address of users' devices, the access point connected to, the time of the connection, and the language settings used; said data will be processed so that individuals cannot be determined or identified and then used in public sectors such as tourism and disaster prevention or for academic research. This service is not to be used for any illegal or nuisance behavior. Furthermore, please abide by the Act on Prohibition of Unauthorized Computer Access, Act No. 128 of August 13, 1999.

ARTICLE 1. General Rule

(Acceptance of Terms)

SECTION 1. NTT Broadband Platform, Inc. (hereafter "the company") will determine the terms of service for this free internet connection service (hereafter "these terms"), and will abide by them in providing this free internet connection service (hereafter "this service") to those who contract with this service.

(Scope and Modification of the TOS)

SECTION 2 The Service is subject to the TOS applying for both you and NTTBP. As specified in SECTION 5 (Registration of Usage Agreement) and 6 (Concluding the Usage Agreement), after the usage agreement is concluded, you and NTTBP is fully responsible for complying the TOS.

2. The company and those who contract with this service are obliged to abide by these terms once the contract between the two parties is established in accordance with Article 5 (Application for Usage Contract) and Article 6 (Conclusion of Contract).
3. The company may alter these terms via a procedure as determined by the company.

(Governing Law)

SECTION 3 This TOS is governed by and construed in accordance with the laws of Japan.

(Court of Jurisdiction)

SECTION 4 In the event of any dispute arising in connection with this Service between you and NTTBP, both parties shall discuss to settle the matter in good faith.

2. If the dispute noted in the previous item (1) is not settled between the two parties, it shall be brought exclusively into the Tokyo District Court or Tokyo Summary Court as a first instance of jurisdictional court.

ARTICLE 2. Concluding Usage Agreement

(Registration of the Usage Agreement)

SECTION 5. Those who apply to use this service must consent to these terms, and make an application in accordance with methods and procedure as determined by the company.

2. When the registration of a mail address, social media account etc. is required in order to apply to use this service (hereafter “usage registration”), the individual making the application shall use a mail address, social media account etc. that they use in their everyday life and have general access to.

3. The company may check to ensure the applications for a contract to use this service are not being made via automated methods, such as by a robot etc. If the company determines that any application for a contract is being made by a robot etc., they may decline said application.

(Concluding the Usage Agreement)

SECTION 6 You shall press “I agree” button if you agree contents of the TOS. After you agree contents of TOS, and complete the registration, the usage agreement is concluded. Furthermore, under any circumstances, if you press “I agree” button anyhow, you are subject to complete concluding the usage agreement regardless of any reason.

(Condition of Usage)

SECTION 7 You shall prepare a communication device and its software necessary to use the

Service with your own responsibility and expense.

(Restriction of Transfer)

SECTION 8 The right of contracting parties to receive provision of the Service cannot be transferred to any third party.

ARTICLE 3. SERVICES

(Services to be Provided)

SECTION 9 NTTBP provides this Service to you accordance with the TOS, and in the scope of which the TOS stipulates. Furthermore, if there arise other separate Terms of Use/Service (the “other TOS”) presented by NTTBP or any third party in connection with using this Service, you shall agree and comply with the other TOS in addition to the “original” TOS.

2. NTTBP may change a part of or the whole Service for any reason whatsoever without prior notification to you.
3. NTTBP may pause or terminate the Service for any reason whatsoever without prior notification to you.
4. In the event described at the previous items (2) and (3), NTTBP is not liable to any damage or loss incurred to you or any third party/person.

(Wi-Fi Log Acquisition / Retention and Provision of Statistical Data)

SECTION 9.2 The company and any regional public organization / company etc. that maintains the environment in which this service is provided (hereafter “the area owner,” and the company and the area owner together may also be referred to as just “the company etc.”), shall acquire operational log data generated in the provision of this service, including the MAC address of the devices being used by contracted individuals, the access point connected to, the time of that connection, and language setting information (hereafter referred to overall as “the Wi-Fi log”), and make use of it in accordance with separate guidelines as created by the company.

2. The company etc. may, in accordance with all laws, ordinances, and guidelines relating to

protection of personal information laws and regulations, and in accordance with separate guidelines as created by the company, create anonymous information from the Wi-Fi log and provide it to a third party.

3. The company etc. may, in accordance with all guidelines relating to the Ministry of Internal Affairs and Communications “Positional Information Privacy Report” etc. and in accordance with separate guidelines as created by the company, create sufficiently anonymous data from the Wi-Fi log and provide it to a third party.

4. Users of this service may follow the procedures as determined in the company’s privacy policy to apply to the company in order for the company etc. to cease use the Wi-Fi log to obtain the anonymous information or sufficiently anonymous data.

5. The company may, when handling the Wi-Fi log as based in this Article, retain the Wi-Fi log for longer than 6 months.

(Usage for Information Provided by a Third Party)

SECTION 10 You shall agree that any third party, who provides information through this Service, is fully responsible for all of its information, and NTTBP has no agreement regarding such information with you, thus is not responsible whatsoever with it.

(No Warranties for Information Provided by a Third Party)

SECTION 11 NTTBP does not warrant any of the products and services, which any third party provides, at all. Moreover, NTTBP does not warrant any of information, which any third party provides, at all in terms of but not limited to completeness, accuracy, certainty, and usefulness.

2. NTTBP does not take any responsibility whatsoever for information provided from any third party to you, in the event of any dispute arising between you and the third party, and NTTBP is not liable to pay any cost and compensation for loss or damage.

ARTICLE 4. Service Charge

(Usage Fee etc)

SECTION 12 The Service is provided to you free of charge.

ARTICLE 5. Your Obligations

(Prohibited Actions)

SECTION 13 You shall not carry out the following actions by using this Service:

- * Any actions, such as through the use software etc., to apply to or use this service without following the methods and procedures as determined by the company.
- * Any actions, such as through the use software etc., to avoid connecting to the website as determined by the company that all contracted individuals shall view upon starting to use this service.
- * Any action that violates or may violate NTTBP's copyright and/or other rights;
- * Any action that invades or may invade a third party's and/or NTTBP's property of assets and/or privacy;
- * Any action that causes or may cause damage, loss or detriment to a third party and/or NTTBP;
- * Any action that defame a third party and/or NTTBP;
- * Any action that is decided by NTTBP to be offensive or may be offensive to public order and morals, such as but not limited to act of obscenity, prostitution, violence, act of savagery, and abuse, or any action to provide such offensive and immoral information to any third party;
- * Criminal action or any action that causes or may cause criminal action;
- * Election campaign or anything similar to its kind regardless or whether it is during elections period or not;
- * Any action relating to sex entertainment and/or proselytization;
- * Any action intended to acquire profit using this Service such as but not limited to re-selling or renting the Service;
- * Creating pyramid finance scheme, and/or solicit into such scheme;
- * Transmitting (harassing) e-mail that is soliciting, may be soliciting and/or distributing literature, advertisement, fraud information, and/or disgusting contents;
- * Sabotaging a third party and/or NTTBP from receiving e-mail, requesting to forward chain mail, which may include pious rumors, or forwarding such e-mail by accepting the request;
- * Any actions to use own contracted status to allow a third party to use the service, or using the service while pretending to be a third party.
- * Manipulating and/or deleting a third party's and/or NTTBP's information, which becomes accessible by using this Service;
- * Providing or using harmful application/program such as but not limited to computer viruses

in connection with or relating to the Service

* Any action which is harassing and/or detrimental to a third party and/or NTTBP, or any action that may interfere the operation of the Service and/or the Service itself.

* Using this Service in such manner that causes serious disruption to other direct and/or indirect Service users

* Any other action that is or may be unlawful

* Any other action that is decided by NTTBP to be inappropriate

2. If the company seeks to confirm any part of the usage registration of a contracted individual, that individual is obliged to cooperate with said confirmation.

(Principles of Self-Responsibility)

SECTION 14 If you have committed an action defined in SECTION 13 to cause damage or loss to a third party and/or NTTBP, you shall take its liability including but not limited to compensation of damage or loss caused by such action, and shall not inflict NTTBP by all means, whether you have or have not been taken your grants away to use the Service.

2. When suffering a loss or damage or assuming liability by uploading or downloading information using this Service, you shall try to settle on your own responsibility, and shall not claim anything or give any trouble to NTTBP.

(Proprietary Rights)

SECTION 15 All programs, software, services, procedures, trademarks, and trade names, all of which make up the Service, other services provided by third parties, and all the technologies, which enable the Service and its related services are the properties of NTTBP or the aforementioned parties.

(Copyrights)

SECTION 16 Based on copyright law, you shall not use any information acquired through this Service without getting approval from the copyright holders, in any manner, except for the personal use stipulated by copyright law.

2. You shall not let any third party use or release the information or files provided through

this Service without getting approval from the copyright holders in any manner.

3. In the event of any dispute arising out by breaching of this SECTION, you shall take care to settle the matter on your own cost and responsibility while indemnify and hold NTTBP harmless from such matter.

ARTICLE 6. NTTBP's Obligations

(Protection of User Information)

SECTION 17 NTTBP shall appropriately manage your personal information, acquired through the registration of the Service or during usage of the Service, in full compliance with NTTBP's privacy policy.

[link](/privacy)

2. The company shall use the personal information relating to this service and acquired from contracted individuals for the following purposes. In regard to the handling of personal information, in addition to these terms, the company has created the privacy policy of the company and guidelines specific to each service that the company provides that reflect the content etc. of said services. If any other guidelines state something differently from these terms, the stipulations of these terms shall take precedence.

- (1) In order to provide details about this service and information about the use of this service via electronic mail;
- (2) In order to provide contracted individuals with this service;
- (3) In order to respond to inquiries etc. from contracted individuals in relation to this service;
- (4) In order to improve this service;
- (5) In order to deliver surveys about this service, and information and notice on new services provided by the company;
- (6) In order to provide it to area owners, or third parties approved by area owners (hereafter for this article "area owners etc.").

3. If the company provides personal information to an area owner etc. in accordance with item 6 from the previous paragraph, the name of the area owner etc. and the purposes for which the information will be used will be displayed on the portal site for this service. In regard to policy for how the area owner etc. will use and handle the personal information, please refer to the privacy policy of the applicable area owner etc.

(Suspension and Termination of Usage of the Service)

SECTION 18 NTTBP may, without prior notice, immediately suspend or terminate your usage of the Service:

- * if it becomes clear that you have registered with false information;
- * if you commit one or more of the prohibited actions defined in SECTION 13 (Prohibited Act);
- * if you sabotage the Service regardless of any method;
- * if you violate any of provisions stipulated at the TOS;
- * if your usage for the Service is decided to be inappropriate by NTTBP;

(Termination or Suspension of the Service)

SECTION 19 NTTBP may terminate or suspend the Service operation:

- * when system maintenance takes place whether periodically or emergently, or an excusable event such as but not limited to system failure occurs;
- * when the Service cannot be operated and provided due to an emergency or disaster such as but not limited to war, rebellion, mayhem, labor dispute, earthquake, volcano eruption, flooding, tsunami (seismic sea wave caused by earthquake), fire, or electric power failure;
- * when government restricts or orders to stop the Service, or other telecommunication companies etc. terminate or suspend their services; and/or
- * when NTTBP decides that pausing the Service is necessary due to the operational reasons.

2. NTTBP shall give prior notice before suspending or terminating the Service described at the above item (1), except under those emergency and excusable situations.

3. NTTBP is not liable to any loss or damage incurred to you or any third party by terminating or suspending the Service

(Data deletion, restrictions on use of telecommunications services, etc.)

SECTION 20 If the user under contract acts in any of the ways specified under SECTION 13 (Prohibited actions), or contravenes the terms of this agreement, or does not abide by the Company's notices or instructions, or if the Company otherwise deems it necessary, the

Company may take either of the measures specified in the following subsections, or take steps combining elements of both measures.

* When the Company deems it necessary for the proper management of its services or the like, it may restrict the bandwidth allotted for the telecommunications services which the user under contract is using as specified by the Company.

* The Company may temporarily suspend or terminate use of the services provided to the user under contract.

2. With regard to services covered in this agreement, the Company may restrict (by filtering, etc.) access to websites and the like which it deems are not suitable for young people to use, in order to protect young people.

3. The Company is not obligated to take either of the measures specified in the subsections of Item 1 of this section or in Item 2 of this section, and shall not be responsible for any damage or loss sustained by the user under contract or a third party due to the Company taking or not taking such a measure or measures.

ARTICLE 7. Indemnification of Loss or Damage

(Restriction of Liability)

SECTION 21 NTTBP assumes no obligation for providing the Service to you without interruption. In the event of no Service provided to you regardless of any reason, NTTBP is not liable to any loss or damage incurred to you by not providing the Service.

(Disclaimer)

SECTION 22 NTTBP is not liable to any loss or damage incurred to you relating to, or in connection with the Service provided.

2. The above item (1) in this SECTION shall not be applicable if it is caused by NTTBP's intentional act or gross negligence.

3. NTTBP shall not warrant any of the Service contents and information provided through the Service in terms of but not limited to completeness, accuracy, certainty and usefulness.

4. NTTBP shall not warrant correct behavior or performance for any devices or software you use for the Service.

5. NTTBP takes no responsibility for a dispute arising out between you and any third party relating to or in connection with using this Service.

SUPPLEMENTAL SECTION: This TOS becomes effective on October 26, 2020.

Copyright (c) NTT Broadband Platform, Inc All Rights Reserved.