

## **Terms of Use for Japan Connected-free Wi-Fi**

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•NTT Broadband Platform, Inc. (hereinafter, the "Company") has established these terms of use (hereinafter, "Terms of Use") for Japan Connected-free Wi-Fi (hereinafter, the "Service"), which it provides for the purpose of promoting and facilitating the use of Free Wi-Fi by travelers to Japan and others. The Service is provided based on the Terms of Use. To use the Service, it is necessary to agree to the Terms of Use.

### Article 1. Eligible users

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**The Company grants eligibility to use the Service to customers who have accepted the Terms of Use ("Users").**

### Article 2. Annual subscription fee

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**The annual subscription to the Service is free of charge. However, Users shall be responsible for the cost of the communication equipment, etc., necessary to use of the Service and for communication costs for 3G/LTE, etc.**

### Article 3. Service content

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**With the Service, Users may use the following information and functions.**

- The search function in Free Wi-Fi areas where the Service can be used
- Internet connection function (To use the Internet connection service, it is necessary to agree to the separate terms of use that have been established for it)

**Moreover, so that the Service can be easily used, it does not employ WEP or other security that needs to be set in advance on a Wi-Fi terminal. In case you conduct communications that require security, we recommend that you use a VPN (virtual private network) or a paid public Wi-Fi service.**

**Furthermore, the Service may restrict access to sites, etc., that the Company judges to be inappropriate from the standpoint of protecting young people.**

### Article 4. Purpose of use and handling of browsing history data and distinctive information

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**When Users use the Service, the Company shall acquire, through the Service, the configuration information including gender and age of Users, use area and OS language information that are set for using the Service, IP address and operation log for application of Users (collectively referred to as the "Browsing History Data and Distinctive Information"). The operation log includes GPS location information**

generated when Users operate the application, location information based on access point information when connected via Wi-Fi, operation content, ID provided by the Service to Users, duration, SSID, and BSSID. The Company uses the Browsing History Data and Distinctive Information for the following main purposes.

- To survey the number of Users of the Service
- To conduct analysis and sampling surveys for the purpose of enhancing and improving the content of the Service and/or investigating new functions for the Service
- To check the state of a User's use of the Services in order to respond to an inquiry from the User
- To acquire location information and the operation log for application relating to the Service, and provide the analysis result of this information for statistical purposes to cooperative entities and other business entities in order to utilize it for regional tourism and disaster-prevention measures

The Browsing History Data and Distinctive Information to be acquired and used for analysis by the Company shall not include User's personal information. Furthermore, the Company shall not associate the Browsing History Data and Distinctive Information with information capable of identifying an individual. Data extracted from a server in connection with analysis for statistical purpose shall be discarded promptly after the analysis.

Provision of the Service shall be subject to consent to this Article. Accordingly, in the event that Users cannot consent to this Article after having once agreed to the Terms of Use, Users cannot continue to use the Service. In this case, Users must uninstall the Application.

For the Application Privacy Policy of the Service, see the following Web page:

\*Application Privacy Policy of the Service

<http://www.ntt-bp.net/jcfw/policy/ja.html>

Article 5. Purpose of use and handling of personal information

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The Company shall use the personal information, obtained from Users through their use of the Service, only for the following purposes.

- For the provision of the Service
- For contacting Users if necessary

▪For raising the quality of the Service and for Users' convenience, such as enabling page customization by individual Users and abridging the information entries in connection with site transition

For the Company's personal information protection policy, please visit the related web page.

\* The Company's privacy policy <http://www.ntt-bp.net/pc/privacy.html>

In order to meet the purposes set out in the above paragraph, the Company requires Users of the Service to agree to the shared collection, administration, and use of personal information registered by Users.

Article 6. Copyrights, etc.

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The intellectual property rights (including but not limited to copyrights, patent rights, utility model rights, design rights, trademark rights, know-how, etc.) related to the Service and to the various types of information displayed on the Service belong to the Company or the holders of the rights.

Article 7. Prohibitions

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In using the Service, Users may not carry out any of the actions mentioned below.

- Without first obtaining the Company's written permission, duplicate, reprint, redistribute or otherwise utilize, in any form, any of the images, data, information, etc., used in the Service, regardless of whether or not a fee is normally charged for such utilization
- Carry out an action that infringes any of the copyrights, patent rights, utility model rights, design rights, trademark rights, know-how, or other intellectual property rights of the Company or a third party
- Cause annoyance to another User
- Cause injury to the credibility or reputation of another person, or violate the privacy rights, portrait rights, and any other rights of another person
- Cause annoyance to another User
- Obstruct or interfere with the provision of the Service or the use of the Service by another User
- Violate a law or contravene public order or morality
- Carry out some other action which the Company then reasonably judges to be inappropriate

## Article 8. Disclaimers

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**The Company does not guarantee that the operations of the Service are free of defects, such as failure, error, or interference, nor that the operations of the Service continue without interruption. The Company provides no guarantee of any kind concerning the suitability of the Service for any specific purpose nor any guarantee concerning violation, etc., of intellectual property rights and other rights. The Company is under no duty to resolve or correct any inadequacy if any affects the Service.**

**The Company shall bear no responsibility if a User incurs damage, trouble or some other problem from using the Service or not being able to use it. In the situations mentioned below, the Company shall bear no responsibility for any damage, trouble or other problem (including but not limited to loss or impairment of User's information) that occurs to the User, regardless of its cause.**

- Inability to use the Service in the operating environment of a User**
- Changes to the Service made by the Company or suspension of use of the Service**
- Failure of a User's terminal, operating system, browser, software applications, and other auxiliary equipment, or loss or damage of a User's data, caused by the use of the Service**
- Acts of violation of laws and rules, violation of public order and morals, defamation, insult, violation of privacy rights, intimidation, slander or libel, or harassment, etc., committed between Users or between a User and a third party in connection with the Service**

**The Company does not guarantee, express or implied, that information, etc., displayed for the purposes of the Service is accurate, complete, and of appropriate quality, etc. The Company accepts no liability for any damages or complications that arise to a User in connection with information, etc., displayed for the purposes of the Service, and changes or updates of such information.**

**The Company is unable to respond to any inquiries concerning the specifications of the Service.**

## Article 9. Service suspension

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**If considered necessary by the Company, the Company may suspend or terminate without notice any or all functions of the Service. The Company accepts no responsibility for damages that arise to a User as a consequence of such suspension or termination.**

**If a User violates any of the provisions in the Terms of Use, the Company may, without prior notice, terminate its relationship with the User and discontinue the User's access to the Service.**

Article 10. Amendment of the Terms of Use

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**Should the Company deem it necessary, it may change the contents of the Terms of Use without prior notice and without obtaining the consent of Users beforehand or afterwards. If they use the Service following such a change, Users shall be assumed to have agreed to the change.**

**Should the Company change the Terms of Use, it shall notify Users of the change or announce it by a method that it deems appropriate.**

Article 11. Indemnification

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**Should the Company incur damage as a result of a User violating the Terms of Use, the User shall bear responsibility for the damage.**

Article 12. Observance of laws and rules, etc.

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**Users shall with respect to the use of the Service observe the Terms of Use, relevant laws and rules, cabinet orders, ministerial ordinances, municipal ordinances, and other rules and orders, etc.**

Article 13. Governing laws and jurisdiction

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**The governing law for the Terms of Use shall be the law of Japan. Moreover, the Tokyo District Court shall be the court of the first instance with exclusive, agreed-upon jurisdiction over any dispute related to the Terms or Use or the Service that occurs between the Company and the User.**

**Supplementary Provision**

**These Terms of Use shall go into effect on November 8, 2013**

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