

# Terms of Service

Before use, please review the Terms of Service.

## ARTICLE 1. General Rule

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### (Acceptance of Terms)

#### SECTION 1

Sotetsu Building Management Co., Ltd. using Wi-Fi access point devices (the “Company”), provides “Free Internet access” service, (the “Service”) to you, subject to these Terms of Service, (the “TOS”), which are described as below.

### (Scope and Modification of the TOS)

#### SECTION 2

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

(2) The Company may update the TOS without prior notice to you.

### (Governing Law)

#### SECTION 3

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

### (Court of Jurisdiction)

#### SECTION 4

(1) In the event of any dispute arising in connection with this Service between you and the Company, 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 Yokohama District Court as a first instance of jurisdictional court.

## ARTICLE 2. Concluding Usage Agreement

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### (Registration of the Usage Agreement)

#### SECTION 5

You must agree this TOS if you are to use of this Service.

### (Concluding the Usage Agreement)

#### SECTION 6

You shall press “Continue to the Internet” 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 “Continue to the Internet” 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

You are not allowed to transfer of rights to use this Service to any third party.

## **ARTICLE 3. SERVICES**

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**(Services to be Provided)**

SECTION 9

(1) The Company 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 the Company 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) The Company may change a part of or the whole Service for any reason whatsoever without prior notification to you.

(3) The Company 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), the Company is not liable to any damage or loss incurred to you or any third party/person.

**(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 the Company 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

(1) The Company does not warrant any of the products and services, which any third party provides, at all. Moreover, the Company 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) The Company 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 the Company is not liable to pay any cost and compensation for loss or damage.

## **ARTICLE 4. Service Charge**

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**(Usage Fee etc)**

### SECTION 12

The Service is provided to you free of charge.

## **ARTICLE 5. Your Obligations**

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**(Prohibited Act)**

### SECTION 13

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

- Any action that violates or may violate the Company's copyright and/or other rights;
- Any action that invades or may invade a third party's and/or the Company's property of assets and/or privacy;
- Any action that causes or may cause damage, loss or detriment to a third party and/or the Company;
- Any action that defame a third party and/or the Company;
- Any action that is decided by the Company 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 the Company from receiving e-mail, requesting to forward chain mail, which may include pious rumors, or forwarding such e-mail by accepting the request;
- Impersonate or misrepresent to use the Service;
- Manipulating and/or deleting a third party's and/or the Company'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 the Company, 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 the Company to be inappropriate

**(Principles of Self-Responsibility)**

SECTION 14

(1) If you have committed an action defined in SECTION 13 to cause damage or loss to a third party and/or the Company, you shall take its liability including but not limited to compensation of damage or loss caused by such action, and shall not inflict the Company 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 the Company.

**(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 the Company or the aforementioned parties.

**(Copyrights)**

SECTION 16

(1) 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 the Company harmless from such matter.

## **ARTICLE 6. Obligations**

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**(Protection of User Information)**

SECTION 17

Personal information, acquired through the registration of the Service or during usage of the Service, will be kept by [Nippon Telegraph and Telephone East Corporation](#) and used for authentication when subscribers use the service. Foregoing information shall be managed appropriately according to the privacy policy of [Nippon Telegraph and Telephone East Corporation](#).

Please refer to the URL below for the [Nippon Telegraph and Telephone East Corporation](https://www.ntt-east.co.jp/en/policy/)'s privacy policy.

<https://www.ntt-east.co.jp/en/policy/>

#### **(Suspension and Termination of Usage of the Service)**

##### SECTION 18

The Company 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 the Company;

#### **(Termination or Suspension of the Service)**

##### SECTION 19

(1) The Company 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 the Company decides that pausing the Service is necessary due to the operational reasons.

(2) The Company shall give prior notice before suspending or terminating the Service described at the above item

(1), except under those emergency and excusable situations.

(3) The Company 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

(1) 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**

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### **(Restriction of Liability)**

#### SECTION 21

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

### **(Disclaimer)**

#### SECTION 22

(1) The Company 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 the Company's intentional act or gross negligence.

(3) The Company 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) The Company shall not warrant correct behavior or performance for any devices or software you use for the Service.

(5) The Company 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 April 27, 2017.