

Terms and Conditions for the use of the Otepia WiFi Service

1. Objectives

These terms and conditions establish the requirements for using the public WiFi “Otepia WiFi” (hereafter known as “our service” provided by Otepia to improve the convenience of Otepia Kochi Library (Kochi Prefectural Library and Kochi City Library), Kochi Talking Book and Braille Library, Kochi MIRAI Science Center (hereafter collectively referred to as “Otepia”) for its users.

2. WiFi users eligibility

WiFi users must agree with the terms and conditions outlined here as an individual (hereafter referred to as “the user” or “users”). The usage of this WiFi by corporate bodies for their organizations is not allowed. However, exceptions may be granted if deemed necessary by the management.

3. Usage fee

Our service is free to use. However, if the user uses an internet service that requires a charge, regardless of the reason, the costs will be born by the respective user.

4. About our service

Our service can be accessed by users who possess smartphones, tablets, laptops and other devices containing a function that allows for internet connection without a cable.

5. Necessary preparations for using our service etc.

5-1 Users should prepare the following articles themselves in order to use this service:

- 1) A laptop (including a UPS) / cell phone (smartphone) / tablet (hereafter collectively referred to as terminal devices) containing a function that allows the device to connect to WiFi services.
- 2) When using a terminal device, make sure an internet browsing software is installed.
- 3) A terminal device, or a terminal device with its own supply of energy. Otepia does provide an electrical socket located at the seats of the browsing area and its usage is free of charge. However, users are to bear their own responsibility with regards to its use.

5-2 Users should bear in mind that our service is a public service and should take due caution to ensure that their devices have the necessary security measures.

6. How to use the WiFi and user authentication

In order to use our WiFi service, the user must agree with these terms and conditions. They will then be issued with the password and can connect to the WiFi.

7. The purpose of usage and the handling of the user's browsing history and other special information

7-1 When users make use of our WiFi service, we acquire various information such as the time frame of their usage, their MAC address (the identity of the user's device), their IP address, web browsing information and type of browser when they connect. Furthermore, Otepia will use the acquired information to improve the operation of the service.

7-2 In accordance with laws and warrants issued by judges, this information may be passed to the police if requested.

8. The purpose of usage and the handling of the user's personal information

8-1 Otepia will only use personal information provided by users for the following purposes:

- 1) For the provision of our service
- 2) To survey the usage of our service
- 3) To improve the quality of our service for the benefit of the user

8-2 The use of any other personal information will be dealt with appropriately in accordance with Kochi Prefecture Personal Information Protection Regulations (Regulation 2, Kochi Prefecture, 2001) and Kochi City Personal Information Protection Regulations (Regulation 37, Kochi City, 2006).

9. Copyright etc.

Intellectual property rights of this service as well as of those concerning other types of information displayed by our service belong to Otepia or the other respective copyright holders.

10. Prohibited acts

10-1 When using our service, users are prohibited from carrying out the following actions:

- 1) To infringe on any copyright or intellectual property rights of Otepia or a third party, or any other act of infringement.
- 2) To cause discomfort to another user
- 3) To cause damage to another person's credibility, defamation, to infringe on another person's privacy rights, or any rights relating to the usage of likeness, and any other action that may infringe on the above.
- 4) To obstruct the provision of our service and other user's usage of our service, and any action to obstruct the above.
- 5) To violate laws or social policy, and any act that may cause this.
- 6) Any other actions deemed inappropriate by Otepia based on logical reasons.

11. Disclaimer

11-1 Otepia does not guarantee the following; the absence of defects including poor service, errors, malfunctions, and the operation of the service without interruption. We also do not guarantee that this service will be able to adapt to your requirements, or offer any guarantee with regards to the infringement of your intellectual property rights or any other rights. Otepia is not obligated to reinstall or correct any kind of defects that may appear in our service.

11-2 Our service cannot guarantee connection and speed in relation to signal and network quality.

11-3 Otepia does not take any responsibility if damages or troubles are generated as a result of a user using or not being able to use our service.

11-4 Otepia does not take any responsibility for any damages or troubles generated for the user in the following situations:

- 1) If a user is unable to use our service as a result of the environment in which it is being used.
- 2) If Otepia changes or suspends the service.
- 3) If as a result of using the system, users experience malfunction in their device, OS (operating system), browser, various types of software, or any other attached equipment, or if the user's data is lost or damaged.
- 4) If through the use of our service an action that violates the law or social policy, defamation, insults, infringement on privacy, threats, slanders or harassment occurs between users or between a user and a third party.

11-5 Otepia does not guarantee the degree of accuracy, integrity, recentness or quality of online information, whether specified or implied, in regards to our service. Furthermore, Otepia does not take any responsibility for any damages or troubles experienced by the user in relation to information displayed via our service, and the changes or updates to that information.

11-6 Otepia will not answer any questions regarding the specification of our service.

12. Filtering and bandwidth control

In order to prevent the abuse of our service, Otepia has set up filtering (this prevents sites that pose a threat to security and sites not suitable for minors from being displayed and blocks data transmission from networks and devices that pose a threat) and bandwidth control (this intentionally limits the amount of data transmission a user can perform within a set time period).

13. Suspension of our service

13-1 If recognised as necessary by Otepia, the change, suspension or closure of the entire service function or part of the service can be carried out without notification. Otepia takes no responsibility for any damage caused to users or a third party as a result of

appropriate changes, suspension or closure to the service.

13-2 If the user violates these terms and conditions, Otepia will revoke the user's eligibility, remove the user from the service, and suspend their usage of the service without notification.

14. Changes to terms and conditions

14-1 Otepia can change these terms and conditions without the approval of the user. When the user accesses our service after changes have been made, the user will agree with the updated terms and conditions.

14-2 If changes to terms and conditions are made, Otepia will post these changes on the website, and officially announce it to the user using a method deemed appropriate by Otepia.

15. Damage compensation

If Otepia incurs damages as a result of a user violating these terms and conditions, the user will have to bear the expenses.

16. Observing the law

By using our service, the user will observe related laws, government ordinance, ministerial ordinance, regulations, rules and orders in addition to these terms and conditions.

17. Governing law and jurisdiction

The law that governs these terms and conditions is the Law of Japan. Furthermore, if a dispute were to occur between Otepia and the user in regards to these terms and conditions or our service, jurisdiction for the first hearing would be given to Kochi District Court.

Additional clauses

These terms and conditions are valid as of July 24, 2018.

The English terms and conditions should be understood to be a translation, and the original Japanese version to be regarded as the only valid document.