

DoSPOT (Free Internet Connection Service) – Terms of Use

(Purpose)

Article 1 The DoSPOT Terms of Use (hereinafter referred to as the “Rules”) define the conditions of use that apply to users of DoSPOT Wi-Fi service provided by NTT Media Supply (hereinafter referred to as the “Company”).

(Definition of terms)

Articles 2 In the Rules, the following terms are used in their respective meaning given below.

- (1) “Service” Refers to telecommunications services including Wi-Fi Internet usage environment, etc., provided by the Company to visitors of retail stores, etc. (hereinafter referred to as “Target Stores, etc.”) based on an agreement between the Company and retail business operators, etc. (hereinafter referred to as “Target Store Business Operators”).
- (2) The “User” Refers to people who use the Services among visitors, etc., at Target Stores, etc.
- (3) “User Terminal” Refers to terminal equipment utilized by the User to make use of the Service (including hardware, software, and any data recorded therein).
- (4) “Equipment Installed by the Company” Refers to electrical equipment installed by the Company in order to provide the Service (including equipment procured by third parties, regardless of whether or not the installation site is at the Target Store, etc.)
- (5) “Wireless AP” Refers to the User authentication router with wireless access included in the Equipment Installed by the Company.
- (6) “User Authentication” Refers to the authentication process by which said User’s email address/SNS information (hereinafter referred to as “Authentication Information”) is sent to the wireless AP in order for the User to receive the Service.
- (7) “Wireless Authentication Equipment” Refers to equipment for User Authentication that is included in the Equipment Installed by the Company.
- (8) “Target Store Business Operators’ Equipment” Refers to telecommunications equipment installed by Target Store Business Operators, etc. (excluding communication line channels).
- (9) “Target Area” Refers to the area in which communication can be established using the Service based on the radius of the signal from the wireless AP.
- (10) “Area Owner” Refers to local governments or their related organizations, and management companies for commercial facilities, etc., who utilize the

Service and promote dissemination to expand the Wi-Fi area in a specific region.

- (11) “Cooperating Business Operators” Refers to business operators who jointly review promotion of the Service, research, development of related services, etc., in cooperation with the Company, or projects conducted in cooperation with the Company.

(Free Access)

Article 3 Upon agreement to the Rules and after completion of User Authentication, the User may utilize the Service free of charge in the target area as defined in the Rules. By using the Service, it is assumed that the User has agreed to the terms of the Rules.

2. The length of time and number of times for use shall be displayed on the User Authentication screen during use or in the Target Store, etc.
3. In order not to interfere with the Service, business operations or management, etc., of the Target Stores, etc., the User shall follow all instructions if given by Target Store Business Operators.

(Changes to the Rules and Application Thereof)

Article 4 The Company may modify the Rules at any time without obtaining the consent of the User, and the latest version of the Rules at the time of use shall be applicable to the User.

2. The User may confirm the contents of the latest version of the Rules using the link provided on the User Authentication screen.

(Suspension of use)

Article 5 In the event of either of the following clauses, the Company shall be able to suspend the user of the Service.

- (1) When maintenance or construction work is required for Equipment Installed by the Company or other telecommunications equipment of the company.
- (2) When suspending the use of communication pursuant to the provisions of Article 10 (Restrictions on the use of communication).
- (3) When there is an outage of power which is required for provision of the Service.
- (4) When a complaint or a claim is made on the Company by a third party regarding the Service, and when considered necessary by the Company.

2. In addition to the provisions of the preceding paragraph, the Service may not be available on holidays of the Target Store, etc., outside business hours, etc., or due to circumstances specific to the Target Store Business Operators.

(Suspension of use)

Article 6 The Company shall suspend use of the Service for a period of 6 months or less in cases where the User falls under any of the following items.

- (1) When the Company recognizes any violation of the provisions in Article 12 (Prohibitions).
- (2) In addition to the preceding clause, any act that is contrary to the provisions of the Rules and that significantly obstructs the performance of operations of the Company or the Wireless Authentication Equipment and the Wireless AP of the Company, or when there is a likelihood of the same.

(User Authentication)

Article 7 User Authentication shall be performed each time the User utilizes the Service.

(Terms and conditions of communication)

Article 8 The communication protocol for the Service is compliant with AP IEEE802.11b, IEEE802.11g, IEEE802.11a, and IEEE802.11n, as well as IEEE802.11ac for some Wireless AP models. However, theoretical transmission speed is not guaranteed for the communication of the above protocol.

2. The Service is not compatible with IPv6 communication.

(Encryption in wireless zones)

Article 9 Encryption between wireless zones is not implemented under the Service.

(Restrictions on the use of communication)

Article 10 When deemed necessary by the Company due to occurrence or likelihood of occurrence of a natural disaster, calamity, or other emergency situation, for priority handling of communication that contains the matters required for prevention or relief of disaster, ensuring transportation, communication, or supply of electricity, or matters required for maintaining public order, and communication that has the urgent matters required for public interests, the Company shall be able to take measures for suspending the use of communication by items other than wireless LAN devices of the agencies (limited to the items decided based on discussion between the Company and the agencies) listed in Appendix 1 (Agencies subject to priority handling of communication).

2. The User may not be able to utilize the Service in the following cases.

- (1) When the communication is very congested.
- (2) When multiple simultaneous communications take place exceeding the number set by the Company in advance.
3. The Company may cut the connection when the User does not establish communication for a certain period of time.
4. There are cases where the transmission speed may have special limitations in certain target areas.
5. In terms of protection of minors, the Company may restrict access to certain sites and other services that are deemed unsuitable for use by minors (using filters and so on).

(Exemption from responsibility)

Article 11 The Company does not make any guarantee in regards to the integrity, accuracy, reliability, usefulness, or anything else of any information the User may obtain through the Service, and shall not assume any responsibility either for any damage that may be incurred from such information, etc.

2. The same applies to any damage caused by Target Store Business Operators' Equipment or User Terminal.
3. The Company shall not assume responsibility for any damage incurred by the User or a third party connected to the provision of the Service, any change or suspension or discontinuation thereof, or due to the outflow or dissipation of information, etc., obtained by the User through the Service, etc., or in connection to the Service in any other way.

(Prohibited matters)

Article 12 The following acts shall be prohibited to the User upon utilization of the Service.

- (1) Acts that infringe or may infringe upon intellectual property rights (patents, utility model rights, copyright, design rights, trademark registration, etc.), privacy rights, portrait rights, or any other rights of another person.
- (2) Acts that are or may be slander or libel to another person, or detrimental to his/her honor or reputation.
- (3) Criminal acts (fraud, obstruction of business, etc.) or acts that incite or induce the same.
- (4) Acts that would lead to or that are very likely to lead to crimes like child-sex trade, and illegal trading of savings account and mobile phones.
- (5) Acts of sending or publishing images or documents that fall under obscenity, child pornography, or child abuse.

- (6) Acts that would lead to or that are very likely to lead to drug-related crimes and abuse of controlled substances, or acts of advertising unapproved drugs.
- (7) Acts of loaning money without taking registration for engaging in money lending business.
- (8) Acts of establishing pyramiding (pyramid schemes), or acts soliciting the same.
- (9) Acts of falsifying or deleting the information obtained by using the Service.
- (10) Acts of using the Service by impersonating as other person (including the acts of crafting the email headers for disguise).
- (11) Acts of sending or publishing harmful computer programs, etc., or acts of leaving them as it is such that other people can receive them.
- (12) Acts of sending commercial advertisements or soliciting emails from the Service Area to an unspecified large number of people without obtaining the consent of the said persons.
- (13) Acts of sending emails from the service area that will or may cause a feeling of aversion in another person without obtaining the consent of said person.
- (14) Acts that would or that are likely to adversely affect the use or operation of the Telecommunication Equipments of the Company or other persons.
- (15) Acts that would interfere with the transmission and exchange of other communications by deliberately leaving the Service on-hold and ready-to-use.
- (16) Acts of making other people engage in illegal gaming or gambling, or inducing them to participate in illegal gaming or gambling.
- (17) Acts of undertaking, mediating, or attracting (including requesting someone else to perform such acts.) illegal activities (refers to transfer of handguns, illegal manufacturing of explosives, provision of child pornography, counterfeiting official documents, murder, or threats. The same shall apply hereinafter in this column below.).
- (18) Acts of sending atrocious information such as images of murder scene of a person, information such as images of killing, injuring or abusing animals, or information that inspire significant disgust in other persons from the standpoint of conventional wisdom.
- (19) Acts of sending information related to sexual expressions, violent expressions, and dating sites, and other information that would inhibit the healthy development of youth.
- (20) Acts of introducing the means of suicide that are inducing or attracting people to commit suicide, or that are likely to be harmful for a third party.
- (21) Acts of pasting links with the intention of encouraging the acts knowing that such acts fall under either of aforementioned clauses.

- (22) Acts of prompting someone else to publish the information that would lead to or that is likely to lead to crime or illegal activities, or information that inappropriately slanders or insults others, and violates their privacy.
- (23) Acts of collecting personal information without prior consent of the owners of personal information.
- (24) Acts of obtaining personal information in the environment of links or servers where security is not ensured.
- (25) Other acts considered by the Company as violating public order and morality, or significantly violating the rights of other persons.

(Management of User Terminal, etc.)

Article 13 The User shall prepare the User Terminal at the User's own expense and responsibility.

- 2. Considering that this is a public wireless LAN service, the User shall pay sufficient care at the User's personal costs and responsibilities by applying security measures to the User Terminal and so on.
- 3. The User shall manage User Authentication information at the User's own responsibility.
- 4. The Company shall not bear any responsibility if the User can not make use of the Service, or damage is incurred to a third party, as a result of poor management of User Terminal or authentication information.

(Risks of using public wireless LAN service)

Article 14 As a public wireless LAN service, the Service can also be used by third parties other than the User. Therefore, it is possible for malicious third parties to deliberately intercept radio waves and access personal information such as ID names, passwords, or credit card numbers, etc., as well as communication contents such as email contents, etc. We ask that the User make careful judgments and take responsibility in regards to particularly important communication.

(Handling of personal information)

Article 15 In addition to the provisions of the Rules, the Company has established policy regarding the handling of personal information related to the User (hereinafter referred to as "Privacy Policy"), which is published on the Company's Internet home page.

- 2. The User hereby agrees to the Company's acquisition and use of the following personal information required upon use of the Service, for the following purposes.
<Personal Information to be Acquired>
Authentication information, connection date and time, number of times, IP

address, terminal information.

<Purpose of Use>

- (1) Provision of services, preventive measures such as preventing abuse and ensuring security, as well as improvement of related operations.
 - (2) Installation and connectivity needs research related to Wireless AP, as well as new service development..
3. Personal information obtained shall be processed as statistical data that cannot identify the individual User, and may be provided to Target Store Business Operators and agencies as set forth in Appendix 3 (Area Owners and Cooperating Operators) for the purposes described above.
 4. Personal information shall be acquired only when the Service is used, upon agreeing to the Rules and connecting to the Wireless AP. Personal information shall not be acquired if the Service is not used.

(Governing law)

Article 16 Formation, effectiveness, interpretation, and fulfillment of this Terms of Use shall be governed by the laws of Japan.

(Exclusive Jurisdiction)

Article 17 The User, as well as the Company, agree to settle all conflicts related to the use of the Services or the Rules at the Osaka District Court, as the only competent court.

Appendix

Appendix 1 Agencies subject to handling of communication

Agencies subject to priority handling of communication are as follows.

Meteorological institutions, flood control institutions, fire service agencies, disaster relief agencies, agencies directly related to maintenance or order, agencies directly related to defense and security, agencies directly related to securing transportation, agencies directly related to ensuring communication services, agencies directly related to ensuring the supply of electricity, agencies directly related to ensuring water supply, agencies directly related to ensuring gas supply, election management agencies, newspaper agencies applicable to standards stipulated in Appendix 2, financial institutions engaged in offering banking services, national or local public agencies.

Appendix 2 Criteria for newspaper agencies

1. Newspaper agencies Newspaper agencies that publish daily newspaper and that satisfy all of the following criteria.

- (1) Newspapers that cover or debate politics, economy, culture, and other public matters, and that are widely circulated for this purpose.
- (2) Number of copies sold is 8,000 or more per one title.
2. Broadcasting service providers Parties that have received the license by the broadcasting bureau as per the provisions of the Radio Act (Law No. 131 of 1950).
3. Communication service companies Communication service companies whose main objective is to supply news to newspaper agencies or broadcasting service providers (refers to news or information published in a daily newspaper that satisfy all standards of 1, or broadcasted by broadcasting service providers.).

Appendix 3 (Area owners and cooperating operators)

Details of Area Owners and Cooperating Business Operators shall be stated in the appendix and updated as necessary.

Supplementary Provision

Enacted: September 20, 2012

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