

These Terms shall stipulate matters necessary for utilizing the Service.

Article 1 (User qualification)

The Prefectural Government shall grant user qualification to a person who has consented to these Terms (hereinafter referred to as “User”).

Article 2 (Use charge)

This Service shall be provided free of charge. However, when a User uses any paid service on the Internet, he/she shall pay the relevant service fee regardless of reasons for use.

Article 3 (Service contents)

Under this Service, the Internet is made available with the wireless LAN connection functionality of smartphone, tablet, and PC, etc. possessed by a User.

2 If the Internet connection under this Service is reset, the Service is made available repeatedly with User authentication as specified in Article 6. A User may use the Service as many times as necessary within a day.

3 At the time of a disaster, etc., or on other occasions in which access restrictions are lifted for purposes deemed necessary by the Prefectural Government, the Service is made available without a time limitation.

Article 4 (Facilities where the Service is available)

The facilities where this service is available are Imesse Yamanashi exhibition area, conference room and shared spaces.

Article 5 (Preparations for using the Service)

To use the Service, a User shall take responsibility for making the following preparations at his/her own cost.

(1) PC (including power apparatus), cell-phone (smartphone), tablet device, etc. (hereinafter referred to as “Terminal Device”) with Wi-Fi connectivity.

(2) Software (Web browser, etc.) to access/use, etc. the Internet on the Terminal Device.

(3) Power source for the Terminal Device and any peripheral devices, etc. thereof

Article 6 (Use procedures and User authentication)

To use the service, you must agree with these terms of service and then perform user authentication using an email address or SNS account.

2 When entering an e-mail address or SNS account, each User shall provide truthful and accurate up-to-date information to the Prefectural Government.

3 Each User needs to perform User authentication every time he/she uses this Service.

4 Whenever deemed necessary by the Prefectural Government, including at the time of a disaster, etc., this Service is made available without User authentication.

Article 7 (Purposes of use and handling of history/attribute information)

(1) Types of information to be acquired

When the users use this service, the prefecture will collect data such as the date and time of connection, date and time of authentication, authentication information, MAC address, IP address, e-mail address or SNS account, web viewing information and browser type.

(2) Uses of information acquired

The Prefectural Government will use information acquired for surveys on use conditions and to improve the Service, etc.

2 The Prefectural Government will respond to any requests of any law enforcement authorities for submission of any of the above content, based on laws/regulations and court-ordered warrants, etc.

Article 8 (Purposes of use and handling of personal information)

The Prefectural Government may use personal information obtained from a User in conjunction with his/her use of the Service, only for the following purposes.

(1) For providing this Service

(2) For surveying use conditions of this Service

(3) For contacting a User with due cause

(4) For improving the quality of this Service to enhance convenience for Users

2 Other issues concerning personal information shall be handled in accordance with the Yamanashi Prefectural Ordinance for Protection of Personal Information (Yamanashi Prefectural Ordinance No.15, March 28, 2005).

Article 9 (Copyrights, etc.)

Intellectual property rights on this Service and any information displayed in this Service (including, but not limited to, copyrights, patent rights, utility model rights, design rights, trademark rights, and knowhow, etc.) shall be owned by the Prefectural Government or the respective owners of the rights.

Article 10 (Risks associated with using wireless LAN services)

Because this Service, provided as a wireless LAN service, can be used by any third party other than Users, personal information including IDs, passwords, or credit-card numbers, as well as e-mail contents and other communications, may be eavesdropped by any third party with malicious intent capable of intercepting radio waves. Any security measures for equipment used for this Service, including proper handling of important communication content, should be taken according to the judgment, and on the responsibility, of the User.

Article 11 (Prohibited matters)

The User is prohibited from performing any of the following when using this Service.

- (1) Copying, reprinting, distributing, and performing any similar act on, images, data, information, and any other contents used in this Service, with or without charges, in whatever manner, without the prior written approval of the Prefectural Government
- (2) Violating, or likely to violate, any copyrights, patent rights, utility model rights, design rights, trademark rights, and knowhow, etc., and any other intellectual property rights of the Prefectural Government or any third party
- (3) Performing any act that may offend other Users
- (4) Performing any act that does or may damage other people's credibility or reputation, or violate privacy rights, publicity rights, and any other rights of other people
- (5) Performing any act that will hinder or disrupt provision of this Service or any use of this Service by other people
- (6) Performing any act that does or may cause any offense against laws/regulations or public order and morality
- (7) Performing other acts deemed inappropriate, based on due cause, by the Prefectural Government

Article 12 (Indemnity)

The Prefectural Government shall not guarantee that this Service is free of trouble, error, disorder, or other defects, etc., or that this Service is provided without interruption. Furthermore, the Prefectural Government shall not guarantee that this Service is fit for any specific purpose or that it does not infringe on any intellectual property rights and other rights. The Prefectural Government shall not be obliged to restore, correct, or otherwise rectify any shortcomings of this Service.

2 This Service shall not guarantee any connectivity or specified connection speeds, as they may be dependent on radio wave/circuit conditions.

3 The Prefectural Government shall not be held liable for any damage or trouble suffered by

any User due to using, or inability to use, this Service.

4 The Prefectural Government shall not be held liable for any damage or trouble suffered by any User for whatever causes, in any of the following and other similar cases.

(1) This Service is no longer available due to the User's use environments.

(2) The Prefectural Government has modified the Service or ceased to provide this Service.

(3) Any use of this Service has caused any defect in the User's Terminal Device, OS (Operating System), browser, any software, or peripherals, etc., or deleted or damaged the User's data.

(4) Any conduct offending public laws/regulations or public order/morality, or causing defamation, insult, invasion of privacy, intimidation, abuse, and harassment, etc. among Users or between any User and a third party, while using this Service

5 The Prefectural Government shall not guarantee accuracy, integrity, update, and quality, etc. concerning any information listed explicitly or implicitly in this Service. Furthermore, the Prefectural Government shall not take any responsibility for any damage or trouble suffered by any User due to information indicated in this Service, or any modification or update thereof, etc.

6 The Prefectural Government shall not respond to any inquiry about specifications of this Service.

Article 13 (Deletion of information and restriction on use of communication, etc.)

The Prefectural Government may limit bandwidths allocated to communications used by a User with means of communication designated by the Prefectural Government, if deemed necessary for the proper operation of this Service.

2 The Prefectural Government may restrict access to specified Websites by filtering (system to select information to be received via the Internet, based on certain conditions) in consideration of the sound growth of young people, etc.

Article 14 (Suspension of the Service, etc.)

Whenever deemed necessary, the Prefectural Government may change, suspend, or terminate all or part of the functions offered by this Service without prior notification. The Prefectural Government shall not take any responsibility for any damage suffered by any User or third party due to change, suspension, or termination.

2 If a User violates any provision hereof, the Prefectural Government may cancel the User qualification without any notice, have the User withdraw from the Service, and cancel his/her use of the Service.

Article 15 (Modification of Terms of Service)

Whenever deemed necessary, the Prefectural Government may modify the contents of these Terms of Service without obtaining prior or ex-post facto consent of a User. When a User starts using the Service after the modification, he/she shall be deemed to have agreed to the modification.

2 Any modification of the Terms of Service shall be communicated to Users or made public in the manner deemed appropriate by the Prefectural Government, including notification on the Prefectural Website, etc.

Article 16 (Damage compensation)

If the Prefectural Government suffers any damage due to any User violating the provisions hereof, the User shall compensate for the damage.

Article 17 (Compliance with laws/regulations, etc.)

When using this Service, each User shall comply not only with these Terms of Service, but also with any relevant laws, national government decrees, cabinet orders, prefectural ordinances, rules, and orders, etc.

Article 18 (Governing law and jurisdiction)

These Terms of Service shall be governed by the laws of Japan. If any dispute arises between the Prefectural Government and any User concerning these Terms of Service or this Service, Kofu District Court shall be a court of first instance having exclusive jurisdiction by agreement.

Supplementary provision

These Terms of Service shall be put into effect as of February 6, 2023.