

# Nagasaki Prefectural Art Museum

## Free Wi-Fi Terms of Use

### **Article 1 (Application of terms of use)**

The Nagasaki Prefectural Art Museum ("the Museum") sets forth the following Terms of Use ("the Terms") for the public wireless LAN service "Nagasaki Prefectural Art Museum Free Wi-Fi" ("the Service") for users ("the User") of this Service.

### **Article 2 (Contents of the service)**

This Service shall provide internet connection services to computers, smartphones, tablets, and other communication devices connected to access points within the Nagasaki Prefectural Art Museum.

- (1) Users may use the internet connection.
- (2) The maximum duration of one connection is 4 hours; after 4 hours, the service will be disconnected without notice.

### **Article 3 (Qualifications of Users)**

This Service is available only to visitors to the Nagasaki Prefectural Art Museum.

### **Article 4 (Use of the service)**

1. The User shall prepare the power supply for smartphones or other devices equipped with wireless LAN functionality and accessory devices to use the Service.
2. In using the Service, the User shall comply with the Act on Prohibition of Unauthorized Computer Access (Act No. 128 of 1999) and other related laws, etc.
3. No application to the Museum is required to use the Service.
4. There shall be no charge for use of the Service.
5. The Museum may change the Service, in whole or in part, for any reason whatsoever without issuing prior notice to the User.
6. The Museum may suspend or discontinue the Service for any reason whatsoever without issuing prior notice to the User.

### **Article 5 (Formation of usage contract)**

The User shall be deemed to have agreed to these Terms upon commencement of use of the Service.

### **Article 6 (Restrictions due to wireless connection)**

This Service may become slow or unstable, or the Service may become completely unavailable, due to any of the following reasons:

- (1) Radio wave interference due to the generation of electromagnetic waves, etc. by electrical products, etc.;
- (2) Radio interference due to obstructions;
- (3) Malfunction of wireless LAN equipment.

### **Article 7 (Purpose of use and handling of historical and characteristic information)**

1. The Museum will acquire the time of use, area of use, MAC address and IP address of the User's device when the User uses the Service.
2. The Museum will use the acquired information to investigate the situation of use of the Service and to improve its contents. In addition, information regarding the number of Users per area, time period of use, and devices used may be processed into non-personally-identifiable information and shall be provided to third parties within the scope of the User's consent or in accordance with legal stipulations.
3. The legal stipulations, etc. referred to in the preceding Paragraph are the cases listed in the following items:
  - (1) When required by law;

- (2) When necessary for the protection of the life, body, or property of an individual and the individual's consent cannot be readily obtained;
- (3) When particularly necessary to improve public health or to promote the healthy growth of children, and the individual's consent cannot be readily obtained;
- (4) When cooperating with a state organ, a local government, or an individual entrusted by any of these parties to execute affairs prescribed by laws, when obtaining the consent of the person is likely to impede the execution of the affairs concerned.

### **Article 8 (Suspension of use)**

The Museum reserves the right to immediately suspend the User's use of the Service without prior notice in the event that the User falls under either of the following items;

- (1) When the User commits any of the acts prohibited in Paragraph 1 of Article 9 (Prohibited matters);
- (2) When it is deemed that the User is otherwise inappropriate as a User.

### **Article 9 (Prohibited matters)**

1. The User shall not engage in any of the following prohibited activities:
  - (1) Any act that infringes or may infringe the copyrights or other rights of other Users, third parties, or the Museum;
  - (2) Any act that infringes or may infringe the property or privacy rights of other Users, third parties, or the Museum;
  - (3) In addition to the cases listed in the preceding two items, acts that cause or may cause disadvantage or damage to other Users or the Museum;
  - (4) Any act that defames or slanders any person other than the User;
  - (5) Actions that are or may be offensive to public order and standards of decency, or actions that provide information that is offensive to public order and standards of decency;
  - (6) Criminal acts or acts that lead or may lead to criminal acts;
  - (7) Use or provision of harmful programs such as computer viruses through or in connection with the Service;
  - (8) In addition to the acts listed in the preceding items, any act that violates or may violate laws and regulations, or any act that the Museum deems inappropriate.
2. In the event that the Museum, the User himself/herself, or a third party suffers damage as a result of the User's actions described in the preceding Paragraph, the User shall assume all legal responsibility, even after use, and the Museum shall assume no responsibility whatsoever.

### **Article 10 (Discontinuation of the service)**

The Museum reserves the right to discontinue the use of the Service in any of the following cases. In accordance with these Terms, the Museum will provide the functions specified in each of the following items:

- (1) In the event of periodic or emergency maintenance or construction of the system of the Service;
- (2) In the event of war, rioting, civil unrest, labor disputes, earthquake, eruption, flood, tsunami, fire, power failure, or other emergency that prevents the normal operation of this Service;
- (3) In the event of unavoidable circumstances, such as equipment or network failures related to the system of the Service;
- (4) When the Museum deems it necessary to temporarily suspend the Service for operational reasons.

### **Article 11 (Disclaimer)**

1. The Museum does not guarantee the completeness, accuracy, reliability, usefulness, etc. of the contents of the Service or information obtained by the User through the Service.
2. The Museum shall not be liable for the provision, delay, modification, suspension or discontinuance of the Service, loss of the User's information registered, provided or collected through the Service, damage caused by computer virus infection of the User's computer, data damage, leakage or any other damage incurred by the User or any third party in connection with the Service.
3. The User shall bear the cost of any paid services used by the User on the Internet, for any reason whatsoever.
4. The configuration of the User's device for connection to the Service shall be made by the User. The Museum shall

not be liable for any inability to use the Service due to the type of device, basic software, software, web browser, or any other device capable of connecting to the Service.

5. The Museum shall not be liable for any disputes with other users or third parties arising from the use of the Service by the User.
6. The Museum shall not respond to any inquiries regarding the specifications of the Service.
7. In the event that a User suffers any damage or incurs any legal liability in connection with information or files uploaded or downloaded using the Service, the User shall handle such damage or liability under its own responsibility, and the Museum shall not be liable for such events.
8. The Museum is not obligated to provide the Service to the User without interruption, and if the Service is not provided to the User for any reason, the Museum shall not be liable for any damages incurred by the User as a result of such failure.

#### **Article 12 (Modification of terms)**

The Museum reserves the right to change the Terms without obtaining the User's consent.

#### **Article 13 (Governing law and jurisdiction)**

These Terms shall be governed by the laws of Japan, and in the event of any dispute between the Museum and a User in connection with these Terms or the Service, the exclusive jurisdiction for the first instance shall be that of Nagasaki District Court.

#### **Article 14 (Language)**

The Japanese language shall be the official language of these Terms. Even if a translated version of these Terms is prepared in a language other than Japanese for reference purposes, only the Japanese original shall be deemed effective, and such translated version shall have no force or effect whatsoever.

Supplementary provision

These Terms shall come into effect as of May 1, 2023.