

## **Terms of Use on d Wi-Fi**

NTT DOCOMO, INC. (“DOCOMO”) will establish this “Terms of Use on d Wi-Fi” (these “Terms of Use”) and provide the “d Wi-Fi” (the “Service”) pursuant to these Terms of Use.

### Article 1. Application of these Terms of Use

These Terms of Use will apply to any relationship between you and DOCOMO regarding the use of the Service. You cannot use the Service without your consent to these Terms of Use.

### Article 2. Definitions of Terms

In these Terms of Use, the definitions of the following terms shall be as set forth below.

**Public Wireless LAN** Public Wireless LAN means telecommunication facilities (indicating machines, equipment, wire and cables, or other electrical facilities for conducting telecommunications, and the same applies hereafter) that DOCOMO installs to transmit and exchange codes by Internet Protocol mainly for the use of data communications.

**Access Point** An Access Point means telecommunication facilities that DOCOMO installs to transmit or receive radio waves to or from Communications Terminals, whose communication specification complies with IEEE802.11a, IEEE802.11b, IEEE802.11g, IEEE802.11n, IEEE802.11ac or IEEE802.11ax.

**Communications Terminal** A Communications Terminal means a communications device which is used by connecting to Public Wireless LAN, such as a personal computer, a smartphone and a tablet.

**The Service** The Service means telecommunication service (which intermediates other persons' communications through using telecommunication facilities or provides telecommunication facilities for use in other persons' communications) that DOCOMO provides by using Public Wireless LAN pursuant to these Terms of Use.

**The Websites of the Service** The Websites of the Service means the Internet websites stated in item (1) of the Exhibit.

**Internet Access Function** Internet Access Function means a function which makes access to the Internet possible by connecting to Public Wireless LAN.

**Content Filtering Function** Content Filtering Function means a function to restrict access to websites judged as undesirable for the youth from a perspective of child protection on the basis of the list provided by NetSTAR, Inc.

**Service Contract** Service Contract means a contract to receive the Service, which is concluded

pursuant to the Terms of Use.

Service Subscriber Service Subscriber means a person who enters into the Service Contract with DOCOMO.

d ACCOUNT d ACCOUNT means “d AKAUNTO” or “d ACCOUNT” which is issued pursuant to “d AKAUNTO KIYAKU” or “d ACCOUNT Terms and Conditions” (collectively “d ACCOUNT Terms and Conditions”) separately set forth by DOCOMO.

d Wi-Fi Password d Wi-Fi Password means a password that is issued on the Internet website stated in item (2) of the Exhibit separately from d ACCOUNT and used as one of several authentication methods for Service Subscriber to use Internet Access Function.

The Service ID, etc. The Service ID, etc. means d ACCOUNT and d Wi-Fi Password.

d POINT Club Member d POINT Club Member means “d POINTO KURABU KAIIN” or “d POINT Club Member” stipulated in “d POINTO KURABU KAIIN KIYAKU” or “d POINT Club Membership Rules” (collectively “d POINT Club Membership Rules”) separately set forth by DOCOMO.

Special Member Special Member means “TOKUYAKU KAIIN” or “Special Member” stipulated in “d POINTO KURABU TOKUYAKU” or “d POINT Club Special Terms and Conditions” (collectively “d POINT Club Special Terms and Conditions”) separately set forth by DOCOMO.

Line Contract Line Contract means “XX contract,” “Xi contract,” “Xi ubiquitous contract,” “FOMA contract,” or “FOMA ubiquitous contract” pursuant to “Covenants of XX Service Agreement,” “Covenants of Xi Service Agreement,” or “Covenants of FOMA Service Agreement” (collectively the “Covenants”) separately set forth by DOCOMO.

Line Subscriber Line Subscriber means a general term for “5G subscriber,” “Xi subscriber,” “Xi ubiquitous subscriber,” “FOMA subscriber,” or “FOMA ubiquitous subscriber” specified in the Covenants.

The Service Office The Service Office means a general term for the offices which carry out contract procedures related to the Services and the Internet website stated in item (3) of the Exhibit.

### Article 3. Contents of the Service

1. The Service shall offer the following functions; provided, however, that the function in clause (ii) shall be offered only when the Service Subscriber separately applies for the function by the way stipulated in clause (i) of Article 14 (Content Filtering Function). (1) Internet Access Function  
(2) Content Filtering Function

2. The use of the Service may require the Service ID, etc.

3. The area in which the Service is provided (the “Service Area”) shall be the range in which you can connect to Access Points in Japan.

#### Article 4. Application Conditions

Only the persons who meet the following conditions can apply for the Service.

1. Having d ACCOUNT
2. Being a Special Member

#### Article 5. Unit of Contract

DOCOMO shall enter into one (1) Service Contract per one (1) Special Member; provided, however, that the number of Communications Terminals which can connect to Public Wireless LAN at the same time in one (1) contract shall be limited to the number of the terminals (which can be identified with MAC address) defined on the Websites of the Service.

#### Article 6. Application Process

Those wishing to use the Service (the “Applicant”) shall apply for the Service Contract in the Service Office according to the procedure designated by DOCOMO after consenting to these Terms of Use. If the Applicant is a minor, the Applicant shall obtain a prior consent from his/her legal representative (a person with parental authority or a guardian of minor) on the application for the Service Contract (including various kinds of orders related to the use of the Service after conclusion of the Service Contract).

#### Article 7. Completion of the Service Contract

1. The Service Contract shall come into effect between the Applicant and DOCOMO once DOCOMO accepts the application mentioned in the preceding article.
2. DOCOMO may request the Applicant to present or submit any document in order to verify the fact about the contents of the application mentioned in the preceding article, and the Applicant shall respond to such request.
3. DOCOMO may not accept the application from such Applicant if DOCOMO judges that the Applicant corresponds to any of the following circumstances: (1)The contents of the Applicant’s application are inadequate;  
(2)If the Applicant is a minor, DOCOMO cannot confirm the fact that the Applicant has obtained content from his/her legal representative (a person with parental authority or a guardian of minor);  
(3)The Applicant has actually failed or may fail to pay to DOCOMO the charges for the Line Contract

or other liabilities (including liabilities whose credit DOCOMO transferred to a third party, and the same applies hereafter);

(4)The Applicant may breach any of the provisions of Article 20 (Prohibitions);

(5)The Applicant has faced such measures as cancellation of the Service Contract or suspension of providing the Service in the past due to unauthorized use and others;

(6)The Applicant may not comply with obligations as the Service Subscriber stipulated in these Terms of Use;

(7)The Applicant may breach any of the provisions of Article 24 (Exclusion of Antisocial Forces); or

(8)The Applicant may obstruct the performance of the business of DOCOMO.

#### Article 8. Authentication Method

To use the Service, you are required to authenticate yourself by the method stipulated on the Websites of the Service.

#### Article 9. Cancellation of the Service Contract by the Service Subscriber

When the Service Subscriber wishes to cancel the Service Contract, he/she may cancel the Service Contract according to the procedure designated by DOCOMO in the Service Office.

#### Article 10. Cancellation of the Service Contract by DOCOMO

When DOCOMO judges that the Service Subscriber corresponds to any of the following circumstances, DOCOMO may cancel all or part of the Service Contract immediately, without any notification to the Service Subscriber, and demand compensation for damage which DOCOMO suffers:

1. When it is found that the contents of the application for the Service Contract are untrue;
2. In a case where the Service is suspended since the Service Subscriber corresponds to any of the circumstances stipulated in clause (1) of Article 17 (Suspension of Providing the Service), and when the relevant circumstance may obstruct the business of DOCOMO, or when the Service Subscriber does not resolve the cause of the suspension by the deadline designated by DOCOMO;
3. When the Service Subscriber breaches Article 20 (Prohibitions);
4. When the Service Subscriber is deemed to be unlikely to perform the obligations based on these Terms of Use;
5. When the Service Subscriber has caused or may cause serious harm or damage to DOCOMO; or

6. When there are any other reasonable reasons which deem continuing providing the Service not reasonable.

#### Article 11. Continuation and Expiration of the Service Contract

1. If the Service Subscriber corresponds to Article 9 (Cancellation of the Service Contract by the Service Subscriber), the preceding article, clause (1) of Article 18 (Abolishment of the Service), or any of the following circumstances, the Service Contract shall expire automatically at the time he/she corresponds to such circumstances: (1) When the ACCOUNT of the Service Subscriber has expired; (2) When the Service Subscriber has cancelled his/her account from the POINT Club or lost his/her membership status of the POINT Club; or (3) When the Service Subscriber has lost his/her Special Member status.

2. If the Service Contract is terminated, the Service will not be available from the termination onward; provided, however, that the Wi-Fi Password issued pursuant to the Service Contract will be transferred to the new Service Contract as long as the same ACCOUNT remains valid and when the Service Subscriber enters into a Service Contract with the relevant ACCOUNT again.

#### Article 12. Responsibilities of the Service Subscriber

1. The Service Subscriber shall strictly control the Service ID, etc. issued by DOCOMO (including the Service ID, etc. which the Service Subscriber changed by his/her choice, and the same applies hereafter) on his/her own responsibility and shall not make available to, lend, transfer, or sell the Service ID, etc. to a third party.

2. When the Service Subscriber has been successfully authenticated pursuant to Article 8 for the use of the Service, he/she shall be deemed to have conducted all of the authentication processes by him/herself.

3. If DOCOMO suffers any damage caused by unauthorized use of the Service ID, etc. possessed by the Service Subscriber, he/she shall compensate for such damage to DOCOMO.

#### Article 13. Communications Limitation, etc.

1. DOCOMO does not make any warranty to the Service Subscriber with respect to quality of communications related to telecommunication facilities, such as relevance for specific use by the Service Subscriber, and integrity, usability, accuracy, reliability, and immediacy of effects of the Service.

2. The Service Subscriber may not be able to use the Service when any of the following circumstances exists: (1) When radio wave transmission is difficult even when a Communications Terminal is within the Service Area;

- (2)When a Communications Terminal does not meet the communication specification of an Access Point;
- (3)When power is not supplied to an Access Point due to the situation of facilities where the Access Point is installed (such as a holiday or outside hours); or
- (4)When communications related to the Service faces severe congestion.

3.DOCOMO may conduct transfer of an Access Point or other action due to unavoidable technical or operational circumstances. In such cases, the Service Area may change.

4.DOCOMO may take measures to restrict communications and others related to OS update and application downloads in Communications Terminals due to unavoidable technical or operational circumstances.

5.DOCOMO may restrict viewing of the websites judged by Internet Content Safety Association (ICSA) which include images and others infringing the children's rights apparently and drastically.

#### Article 14. Content Filtering Function

1.With respect to application, cancellation, and others of Content Filtering Function by the Service Subscriber, Article 6 (Application Process), Article 7 (Completion of the Service Contract), and Article 9 (Cancellation of the Service Contract by the Service Subscriber) shall apply mutatis mutandis to such procedures.

2.Content Filtering Function is a service to restrict access based on URL information. The function is not designed to check the content of website individually to restrict viewing. Therefore, the function shall not make any warranty with regard to appropriate restriction of all hazardous website.

#### Article 15. Charge

The Service shall be available free of charge

#### Article 16. Suspension of Providing the Service

1.When DOCOMO judges that any of the following circumstances exists, DOCOMO may suspend the provision of all or a part of the Service: (1)When the Service can no longer be provided due to force majeure such as natural disaster;

(2)When it is necessary to perform maintenance, construction or otherwise of equipment or facilities regarding the Service;

(3)When the equipment or facilities used in the Service is broken, damaged or otherwise;

(4)When it is necessary to prevent disaster, to secure the supply of relief, transportation, communications or electricity, or for communications or other public utility that is necessary for the

maintenance of order;

(5)When the use of d ACCOUNT is temporarily suspended or terminated pursuant to the provisions of d ACCOUNT Terms and Conditions; or

(6)When the suspension of the provision of all or a part of the Service is operationally or technically required by DOCOMO.

2.Other than as set forth in the preceding items, DOCOMO may suspend the use of d Wi-Fi Password when an incorrect d Wi-Fi Password is entered more than a certain number of times or DOCOMO otherwise considers it to be necessary.

3.When DOCOMO plans the suspension of all or a part of the provision of the Service based on the clause (1) or the restriction or otherwise of the use of the Service stipulated in the preceding clause, DOCOMO shall notify the Service Subscriber of that effect by the way posted on DOCOMO's Internet website; provided, however, that such notification may not be made in emergencies or unavoidable situations. DOCOMO will not bear any responsibility even if the Service Subscriber incurs damages due to the suspension of the provision of the Service or the restriction or otherwise of the use of the Service based on clause (1) or (2).

#### Article 17. Suspension of Providing the Service

1.If DOCOMO judges that the Service Subscriber corresponds to any of the following circumstances, DOCOMO may terminate the provision of all or a part of the Service without prior notification to such Service Subscriber: (1)When the Service Subscriber corresponds to any of the items of Article 7 (Completion of the Service Contract), clause (3);

(2)When the Service Subscriber does not pay the charges for the Line Contract or other liabilities to DOCOMO (including a case in which DOCOMO cannot confirm the fact of the payment) beyond the payment due date;

(3)When the Service Subscriber breaches Article 20 (Prohibitions);

(4)When the Service Subscriber makes untrue submission or notification to DOCOMO;

(5)When the Service Subscriber obstructs the use of the Service by a third party or commits an act likely to do so;

(6)When the Service Subscriber breaches the other provisions of these Terms of Use, and others;

(7)When the use of d ACCOUNT is suspended pursuant to the provisions of d ACCOUNT Terms and Conditions; or

(8)When there is a problem with the operation of the business of DOCOMO, and others.

2.DOCOMO may demand resolution of such circumstances from the Service Subscriber with a limited term instead of or together with the measures stipulated in the preceding clause; provided, however,

the provision of this clause shall not preclude the cancellation of the Service Contract based on Article 10 (Cancellation of the Service Contract by DOCOMO).

#### Article 18. Abolishment of the Service

1.If DOCOMO abolishes all or a part of the Service, DOCOMO shall notify the Service Subscriber of the effect by the way which DOCOMO deems to be appropriate. In case of abolishment of the entire Service, the Service Contract shall be terminated automatically at the time the Service is abolished.

2.DOCOMO will not bear any responsibility even if the Service Subscriber incurs damages due to the abolishment of all or a part of the Service based on the provision of the preceding clause.

#### Article 19. Limitation of Liability

1.Even if DOCOMO is liable for compensation for damages to the Service Subscriber pursuant to the Service Contract, such liability shall be limited to direct and actual damages which ordinarily occur (excluding lost profits).

2.If the Service Subscriber suffers damages due to intentional or gross negligence by DOCOMO, the provision of the preceding clause shall not apply.

#### Article 20. Prohibitions

The Service Subscriber shall be prohibited from conducting any of the following acts in the use of the Service:

1.Acts that infringe or are likely to infringe upon intellectual property rights possessed by DOCOMO or third parties such as copyright, patents, utility model rights, design rights, and trademarks, their privacy, and other rights or interests possessed by them;

2.Acts that violate public policy or provide a third party with information contrary to public policy, or acts that are likely to result in any of the foregoing;

3.Criminal acts, acts resulting in criminal acts, acts violating laws, or acts likely to result in any of the foregoing;

4.Acts that provide information which is or may be false;

5.Acts that damage the reputation or trust of DOCOMO or third parties, or obstruct their business, or acts that are likely to result in any of the foregoing

6.Acts that place excessive burdens on facilities related to the Service, preclude the provision of the Service by DOCOMO, and other acts that obstruct the provision of the Service by DOCOMO or prevent the operation of the Service by DOCOMO, or acts that are likely to result in any of the foregoing;

7.Acts that use or provide harmful programs such as a computer virus through or relating to the Service,



- or acts that are likely to result in any of the foregoing;
8. Acts that use the Service ID, etc. improperly; or
  9. Acts that are equivalent to those listed in the preceding items.

Article 21. Personal Information, etc.

DOCOMO will announce the treatment of personal data of the Applicant and the Service Subscriber in “NTT DOCOMO Privacy Policy” separately set forth by DOCOMO.

Article 22. Notification

1. DOCOMO may give the Service Subscriber notifications related to the Service by any of the following ways: (1) Notification to a contact registered in User Information Registration of d POINT Club Member by the Service Subscriber;

(2) Notification by email to an email address used as d ACCOUNT ID by the Service Subscriber or an email address registered as an alternate email address pursuant to d ACCOUNT Terms and Conditions;

(3) When the Service Subscriber has entered into the Line Contract, notification by post using a name, address, or billing address which the Service Subscriber submitted to DOCOMO pursuant to the Covenants;

(4) When the Service Subscriber has entered into the Line Contract, notification by email to an email address for sp-mode email or i-mode email (meaning Message R (Request) and sp-mode email or i-mode email based on the detailed rules of the use of sp-mode use or the terms of use of i-mode separately set forth by DOCOMO) determined in the Covenants which the Service Subscriber uses, or notification by Short Message Service (SMS) stipulated in the Covenants; or

(5) Other ways which DOCOMO deems to be appropriate

2. A notification to the Service Subscriber by the ways listed in the items of the preceding clause is deemed to be given to the Service Subscriber at the time when DOCOMO issues such a notification.

3. Other than the ways listed in the items of clause (1), DOCOMO may replace the notification of the Service to the Service Subscriber with posting the content on DOCOMO’s Internet website. In this case, such notification is deemed to be given to the Service Subscriber at the time when DOCOMO posts the content of such notification on DOCOMO’s Internet website.

4. When the Service Subscriber has changed an email address submitted to DOCOMO pursuant to d ACCOUNT Terms and Conditions, or the name, address, and others of the Service Subscriber submitted to DOCOMO pursuant to d POINT Club Membership Rules or the Covenants, DOCOMO will give a notification, including one from DOCOMO set forth in these Terms of Use, to a contact which has been changed after submission of such changes pursuant to the relevant Terms of Use or

the relevant Covenants.

#### Article 23. Survival

After the Service Contract terminates, the following articles and clauses shall remain in force: the proviso of clause (2) of Article 11 (Continuation and Expiration of the Service Contract); clause (3) of Article 12 (Responsibilities of the Service Subscriber), clause (3) of Article 16 (Suspension of Providing the Service); clause (2) of Article 18 (Abolishment of the Service); Article 19 (Limitation of Liability); Article 21 (Personal Information, etc.); Article 26 (Assignment of Rights); and Article 27 (Jurisdiction) to Article 29 (Language).

#### Article 24. Exclusion of Anti-Social Forces

1. The Service Subscriber shall represent that the he/she does not correspond to any of the following circumstances, and shall represent and warrant that he/she will not correspond thereto in the future:

(1) The Service Subscriber, including its officers in case of a corporate body or other organizations, is an organized crime group, an organized crime group member, a person for whom five years have not passed since ceasing to be an organized crime group member, an associate organized crime group member, an organized crime group-related business, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, an organized crime group specialized in intellectual crimes or any person similar thereto (collectively, an “Organized Crime Group Member”);

(2) In case that the Service Subscriber is a corporate body or other organization, such Service Subscriber has a relationship that is acknowledged as its management being governed by an Organized Crime Group Member;

(3) In case that the Service Subscriber is a corporate body or other organization, such Service Subscriber has a relationship that is acknowledged as having management in which Organized Crime Group Member practically engages;

(4) The Service Subscriber has a relationship that is acknowledged as using an Organized Crime Group Member, such as conducting transactions with the purpose of obtaining illicit gains for the Service Subscriber or a third party or the purpose of causing damage to a third party;

(5) The Service Subscriber has a relationship that is acknowledged as being involved with an Organized Crime Group Member, such as providing capital or other items or granting benefits thereto; or

(6) In case that the Service Subscriber is a corporate body or other organization, an officer of such Service Subscriber or persons practically engaging in the management of such Service Subscriber has a relationship with an Organized Crime Group Member that is socially reprehensible.

2. The Service Subscriber shall warrant that he/she will not, nor will he/she use a third party to, engage in any of the following acts: (1) Threatening acts of demand; (2) Wrongful acts of demand that exceed legal responsibility; (3) Acts using threatening behavior or violence regarding a transaction; (4) Acts damaging DOCOMO's credibility or interfering in DOCOMO's business by circulating rumors, using fraud or using force; and (5) Other acts similar to the above.

#### Article 25. Amendment of these Terms of Use

When any of the following circumstances exists, DOCOMO may amend these Terms of Use by notifying the Service Subscriber in advance by the ways posted on DOCOMO's Internet website. In addition, when these Terms of Use is amended, the amended Terms of Use will apply from the date of amendment onward.

1. Amendment of these Terms of Use conforms to the general interest of the Service Subscriber; or
2. Amendment of these Terms of Use does not run contrary to the purposes of the Service Contract and is reasonable in light of necessity of amendment, reasonableness of the amended contents, and other circumstances related to amendment.

#### Article 26. Assignment of Rights

The Service Subscriber shall not transfer to, have succeeded by or provide as collateral to a third party all or part of the rights he/she has against DOCOMO or the obligations he/she owes to DOCOMO under the Service Contract.

#### Article 27. Jurisdiction

The Tokyo District Court or a district court in the Service Subscriber jurisdiction, which is limited to that within Japan, will be the exclusive court of first instance for all disputes arising in connection with these Terms of Use between the Service Subscriber and DOCOMO.

#### Article 28. Governing Law

The formation, effect, interpretation, and performance of the Service Contract shall be governed by the laws of Japan.

## Article 29. Language

The Japanese language version of these Terms of Use shall be the official text. Even if these Terms of Use are translated to other languages than Japanese for reference, only the Japanese language version shall be legally valid as a contract and such translation versions shall not have any legal force or validity.

## Exhibit

The Websites of the Service specified in Article 2 of these Terms of Use are as follows:

### 1.General matters of the Service

[https://www.docomo.ne.jp/service/d\\_wifi/](https://www.docomo.ne.jp/service/d_wifi/)

English : [https://www.docomo.ne.jp/english/service/d\\_wifi/](https://www.docomo.ne.jp/english/service/d_wifi/)

### 2.Setting of the Service

<https://wifi.smt.docomo.ne.jp/cgi7/memberpwdedt>

English : <https://wifi-gl.smt.docomo.ne.jp/cgi7/memberpwdedt>

### 3.Application and Cancellation of the Service

[https://profile.smt.docomo.ne.jp/VIEW\\_ESITE/mem/sc/main.jsp?nid=MEG218001BJP&svcid=XR007](https://profile.smt.docomo.ne.jp/VIEW_ESITE/mem/sc/main.jsp?nid=MEG218001BJP&svcid=XR007)

English:

[https://profile.smt.docomo.ne.jp/VIEW\\_ESITE/mms/sc/main.jsp?nid=MMG218001BEN&svcid=XR007](https://profile.smt.docomo.ne.jp/VIEW_ESITE/mms/sc/main.jsp?nid=MMG218001BEN&svcid=XR007)

### Supplemental provisions (March 25, 2020)

These Terms of Use will be implemented from March 25, 2020.

### Supplementary Provisions (January 31, 2022)

These revised rules and regulations shall take effect on February 9, 2022.

### Supplementary Provisions (June 23, 2022)

These revised rules and regulations shall take effect on June 30, 2022.

### Supplementary Provisions (May 2, 2023)

These revised rules and regulations shall take effect on May 9, 2023.

<[https://dpoint.docomo.ne.jp/global/terms/dwifi\\_agreement.html](https://dpoint.docomo.ne.jp/global/terms/dwifi_agreement.html)>