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Disaster Prevention Information Email Service Terms of Use

Article 1 (Purpose)

1 This Agreement sets forth the terms of use of the Disaster Prevention Information Email Service (from hereon "Service") operated by the City of Yokosuka.

Article 2 (Definition of Terms)

1 The definitions of terms used in this Agreement are as follows:

(1) Operator refers to the City of Yokosuka

(2) Cooperating Organization refers to any business entrusted to offer this Service by the City of Yokosuka

(3) User refers to any person registered for this Service.

Article 3 (Service Content)

 This Service is an email delivery service for the following.
(1) Disaster related announcements from the Emergency Broadcast System (*Bosai Gyosei Musen*)

(2) Information from the City of Yokosuka.

2 The Operator does not guarantee the integrity, accuracy or applicability of the information content distributed through this Service.

Article 4 (Email Delivery)

- 1 This Service is for use by devices such as computers or mobile telephones which are able to connect to the Internet.
- 2 Due to the communications infrastructure, in some cases messages may be delayed or not sent.
- 3 Use of the Disaster Prevention Information Email Service is free, however, the User is responsible for any connection or device related costs.
- 4 Due to the nature of the information provided through this Service, the User may receive emails late at night.
- 5 The Operator will send a maintenance email approximately once per month.

Article 5 (Registering for & Canceling Service)

- 1 To subscribe to this Service, the User should proceed with the stated instructions for registration.
- 2 By completing registration the User agrees to the terms of this agreement. If the User does not agree to these terms, the Operator reserves the right to reject registration.
- 3 If the User wishes to change their registered information, the User should proceed with the stated instructions for cancellation and reregister for this Service once the original registration has been terminated.
- 4 The User may cancel use of this Service by submitting a request for termination to the Operator and completing any other necessary procedures.
- 5 The User's subscription to this Service will be automatically terminated when three consecutive email messages sent by the Operator fail to reach the User's registered email address.

Article 6 (Suspension of Service)

- 1 The Operator and/or Cooperating Organizations may suspend this Service without prior notification and may also send test email messages for any of the reasons noted below.
- (1) Necessary maintenance
- (2) Breakdowns or trouble in the network or equipment
- (3) Problems caused by human-error or natural disaster

(4) Other reasonable causes preventing the administration of this Service.

Article 7 (Termination of Service by Operator)

1 The Operator may terminate this Service at any time.

2 The Operator reserves the right to terminate this Service without prior notification when the User violates any of the terms of this Agreement, or if the Operator has reasonable suspicion to believe that the User is engaged in any of the Prohibited Uses defined in this Agreement.

Article 8 (Prohibited Uses)

- 1 The User is prohibited from executing or attempting the following uses or acts, furthermore, the Operator reserves the right to take legal action if malicious intent is suspected:
- (1) The release, lending, or transfer personal registration information to a third party

(2) The duplication, transmission, reprinting, or distribution of information in part or in full to a third party and without permission

(3) The transmission or installation of harmful computer programs(4) Interference with the operation of this Service or other actions which could result in loss of trust

(5) Acts which or threaten to violate public laws or morality

- (6) Infringement upon other peoples rights
- (7) Other acts deemed unsuitable by the Operator.

Article 9 (Compensation for Damages)

1 The Operator and Cooperating Organizations reserve the right to demand compensation for losses or damages caused to a third party.

Article 10 (Limit of Liability)

- The User agrees that the Operator is not responsible for any losses or damages due to or related to this Service including those caused:
 (1) By interruption or termination of this Service or delays in notification caused by breakdowns, network or equipment trouble, human-error, or natural disasters
- (2) By inaccurate information provided by this Service
- (3) To a third party as a result of using the information provided by this Service
- (4) To the User's terminal equipment or software.

Article 11 (Handling of Personal Information)

- 1 In accordance with the Personal Information Protection Regulations and other laws regarding the use and handling of personal information, the Operator and Cooperating Organizations will exercise extreme caution to ensure appropriate management of such personal information.
- 2 The Operator reserves the right to use the User's personal information for any of the reasons listed below.
 - (1) Analyzing and evaluating this service
 - (2) Responding to inquiries from the User

(3) Responding to internal inquires related to the User or when sending important information or materials.

3 The information provided when registering for this Service is the property of the Operator and Cooperating Organizations. The Operator and Cooperating Organizations will not share or disclose User registration information (in particular the email address) with a third party without the express permission of the User.

Article 12 (Alterations to this Agreement)

1 The contents of this Agreement are subject to change if necessary.

- 2 The User will be notified of changes to this Agreement through reasonable means; in some cases the User may not be notified of the specifics of those changes.
- 3 Alterations to this Agreement shall be effective immediately.

Article 13 (Other Terms)

- 1 In addition to the terms set forth in this Agreement, the Operator reserves the right to stipulate additional terms as necessary.
- 2 The terms of use of this Service have been translated from Japanese text. The Operator and Cooperating Organizations are not responsible for any discrepancies or differences created in the translation of this Agreement. Such discrepancies or differences are not binding and have no legal effect for compliance or enforcement purposes. For the official and accurate terms of this Service, please refer to the Japanese text.

This Agreement is effective beginning March 13, 2006.

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