

## User Agreement for the Hamamatsu Water Services Department's App "SuiSui"

### Article 1 (Purpose)

- 1 The User Agreement for the Hamamatsu Water Services Department's App "SuiSui" (hereinafter referred to as "the Agreement") defines the terms and conditions for the service (herein after referred to as "the Service") provided by the Hamamatsu Water Services Department using the Hamamatsu Water Services Department's App "SuiSui". When using the Service the users (hereinafter referred to as "the User") are to follow this Agreement.

### Article 2 (Scope)

- 1 The Agreement shall be applied to any relationship between the User and the Hamamatsu Water Services Department regarding the use of the Service.
- 2 In addition to the Agreement, the Hamamatsu Water Services Department may also prescribe separate agreements, terms and conditions, or notes (hereinafter referred to as "individual agreements") regarding usage of the Service. Irrespective of their name, individual agreements shall be deemed to comprise part of and apply in conjunction with the Agreement.
- 3 If the provisions of the Agreement should differ from the provisions of the individual agreements mentioned in the preceding item, the provisions of the individual agreements shall take precedence, unless expressly defined otherwise in the contents of the individual agreements.
- 4 If using the services provided by another operator via the Service, the User shall adhere to the agreement as defined by the providers of the relevant service alongside the Agreement.

### Article 3 (Service Contents)

- 1 The main functions provided by the Service are as follows:
  - (1) User registration, updating registration content, and account termination,
  - (2) Applications to commence or halt usage of water services,
  - (3) Various enquiries, e.g. reissuing notices of water usage,
  - (4) Viewing fees and water usage (data for the last 2 years only),
  - (5) Notices from Hamamatsu Water Services Department.

### Article 4 (User Registration)

- 1 The usage of the Service shall be limited to those who fulfill the following criteria and whose usage has been approved by the Hamamatsu Water Services Department.
  - (1) Those who accept the Agreement and have completed the user registration process.
  - (2) Those who provide an email address as a reliable means of communication with the Hamamatsu Water Services Department and consent to receiving emails from the Hamamatsu

Water Services Department (service@city.hamamatsu.shizuoka.jp or info@suisui-hamamatsu.jp).

(3) Those who provide a phone number that can securely receive an SMS code required for the user registration process and consent to receiving SMS messages for two-step verification codes from the Hamamatsu Water Services Department.

(4) Those who have used the Hamamatsu water or sewage service within the past year and have an indexed customer number.

2 However, even if the User fulfills all the criteria listed in Item 1, if they fulfill any of the below-listed criteria then their usage be denied or, if they have already received approval, that approval may be revoked.

(1) The User submitted false information.

(2) The User is deemed to have violated the Agreement.

(3) The User is no longer able to fulfill the criteria listed in Item 1.

(4) The User's usage of the Service is deemed to be inappropriate by the Hamamatsu Water Services Department.

#### Article 5 (Log-in ID and Password Management)

1 Users take responsibility for the appropriate management of their log-in ID and password required to use the Service. Users are responsible for all actions made using their respective log-in ID and password, even if those actions were not made by the User themselves.

2 Users are prohibited from lending, transferring, or sharing their log-in ID and password with third-parties.

3 In the event of changes to their registered information, the User shall promptly use the Service functions to report these changes in information.

4 The Hamamatsu Water Services Department bears no responsibility for any harm caused by a third-party's usage of a user's log-in ID or password, except in a case arising due to the willful misconduct or grave negligence of the Hamamatsu Water Services Department.

#### Article 6 (Usage Fee for the Service)

1 There is no usage fee for the Service. However, the User shall bear the cost of any required equipment or communication fees incurred when using the Service.

#### Article 7 (Prohibited Actions)

1 Users are asked to refrain from the following actions when using the Service:

(1) Actions which violate the law or public policy,

(2) Crime or other such similar actions,

- (3) Collecting other Users' personal information for fraudulent purposes,
- (4) Actions which violate or have the potential to violate the rights of the Hamamatsu Water Services Department or other third parties, such as their privacy or intellectual property rights,
- (5) Impersonating other Users,
- (6) Spreading false information which has the potential to obstruct the Service or the operation of the Hamamatsu Water Services Department,
- (7) Using the Service for illicit purposes,
- (8) Misuse, damage, or disruptions to the normal operation of the networks, servers, or devices of the Hamamatsu Water Services Department, other Users, or third-parties, regardless of its relation to the Service,
- (9) Using information obtained through the Service for commercial purposes,
- (10) Actions which cause detriment, harm, or discomfort to third parties, regardless if they are Users of the Service or not,
- (11) Actions which use the Service to directly or indirectly serve the interests of organized crime,
- (12) Or, actions which are otherwise deemed inappropriate by the Hamamatsu Water Services Department.

#### Article 8 (Suspension of Service Usage)

- 1 Hamamatsu Water Services Department shall be able to partially or fully cease or suspend provision of the Service without prior notice for any of the following reasons.
  - (1) Regular or emergency maintenance, inspection, or repair of equipment involved in the operation of the Service.
  - (2) Operation or provision of the Service deemed no longer feasible due to unavoidable circumstances such as natural disasters (earthquakes, lightning strikes, fires, etc.), power outages, or damage to communication cables.
  - (3) Hamamatsu Water Services Department deems the operation or provision of the Service to be no longer feasible.
- 2 Hamamatsu Water Services Department shall bear no responsibility for any harm incurred by the User or third-parties due to the full or partial cessation or suspension of provision of the Service.

#### Article 9 (Usage Limits and Suspension)

- 1 The Hamamatsu Water Services Department shall reserve the right to limit the User's usage of the Service or cancel their registration without prior notice if the User is deemed to fit any of the below criteria.
  - (1) The User no longer meets the eligibility requirements as listed in Article 4.

- (2) The User commits any of the prohibited actions as listed in Article 7.
- (3) Usage of the Service at the registered place of usage stops completely for an extended period of time.
- (4) Or, the User violates the Agreement.

#### Article 10 (Account Termination)

- 1 If the User wishes to stop using the Service, the process shall be carried out via the prescribed method.

#### Article 11 (Disclaimers)

- 1 Hamamatsu Water Services Department will not be held responsible for any disputes that arise between users and third-parties when using the Service.
- 2 The Hamamatsu Water Services Department can neither implicitly or explicitly guarantee that the Service is free of legal or factual defects (including safety, reliability, accuracy, integrity, utility, suitability for specific aims, faults or defects, rights violations, etc.).
- 3 The information obtainable from the Service is current at the time of publication. After publication, there may be unannounced changes to names or contents and the published information may become inaccurate over time.
- 4 Hamamatsu Water Services Department shall not bear any responsibility for any harm arising due to usage of the Service or amendments of information as mentioned in Item 3, except in a case arising due to the willful misconduct or grave negligence of the Hamamatsu Water Services Department.
- 5 Usage of map contents shall follow the provisions of the Google Terms of Service and the Google Maps/Earth Additional Terms of Service.

#### Article 12 (Amendments to Contents of the Service)

- 1 Under provision 4 of Article 548 of the Civil Code, Hamamatsu Water Services Department may amend the Agreement as deemed necessary. In such a case, the terms and conditions of the Service from the effective date of the amendment onwards shall be determined by the latest version of the Agreement.

#### Article 13 (Handling of Personal Information)

- 1 The Hamamatsu Water Services Department shall gather Users' information to the extent deemed necessary for smooth operation (e.g. address, name, or billing and contact information as required for entering the water supply contract).

- 2 The personal information obtained by the Hamamatsu Water Services Department through the Service will be appropriately protected and managed in accordance with the “Personal Information Protection Act” (Act No.57 of 2003).
- 3 The handling of this private information applies only to the usage of the Service and does not apply to the other linked websites on the Service. The handling of information for those linked websites will be the responsibility of the websites’ respective operators.

#### Article 14 (Governing Law and Jurisdiction)

- 1 The interpretation of the Agreement shall be done in accordance with Japanese law.
- 2 The Shizuoka District Court shall have exclusive jurisdiction of the first instance over all disputes arising between Users and the Hamamatsu Water Services Department out of or in connection with the Service or the Agreement.