

VIRTUAL HOKKAIDO Application Terms of Use

Article 1. The Purpose of these Terms of Use

1. These Terms of Use set forth the terms and conditions applicable to the users (User) who will use the services (Services) provided through the VIRTUAL HOKKAIDO application by the public interest incorporated association, the Hokkaido Tourism Organization (Organization).

Article 2. Provisions

1. The provisions which set forth conditions of use, how to use, specifications of use, and other rules (Provisions) regarding the Services, constitute part of these Terms of Use. If any clause provided in these Terms of Use and in the Provisions differ, the clause in the Provisions will prevail.

Article 3. Starting the Services

1. Those who wish to use the Services (Intending User) are allowed to use the services by agreeing and adhering to these Terms of Use. When Intending Users install the VIRTUAL HOKKAIDO application, the moment Intending Users start using the application, the Intending Users are agreeing to these Terms of Use.

Article 4. Costs

1. Except for cases determined by the Organization, Users are allowed to use the Services free of charge.

2. Notwithstanding the aforementioned, the necessary costs for using the Services such as, but not limited to, terminals, Wi-Fi, routers, other communication devices, the connection fee to the network service provider and other communication costs, etc. shall be paid by the Users themselves.

Article 5. Temporary Pause of the Services

1. In any of the cases below, the Organization has the right to temporarily suspend the Services without prior notice to Users.

- (1) Regular and prompt maintenance of equipment related to offering the Services
- (2) Fire, power outage, or other natural / accidental force hinders the providing of the Services
- (3) The service by a network service provider was suspended by an unknown cause

- (4) Other administrative, operational, or technical causes made the Organization to determine a temporal suspension was necessary.

Article 6. Changes, Suspension, Termination, or Transfer of the Services

1. The Organization has the right to change, suspend, or terminate the Services content, and to change the condition of use (including modifications done related to maintenance, construction, or other circumstances) without prior notice to Users. If the change, etc. is done along with the change of these Terms of Use or Provisions, Article 7 prevails.
2. The Organization has the right to terminate part of or the entire Services without prior notice to Users.
3. The Organization has the right to transfer or give as an inheritance part of or the entire Services to a third party without prior notice to Users, as far as the Organization gave prior notice on the screen of the Services or the website for ample enough time before the transfer or gave Users prior notice as explained in Article 8.
4. Notwithstanding the aforementioned, when the Organization determined that giving prior notice is difficult, the Organization has the right to transfer or give as an inheritance part of or the entire rights and obligations set forth in these Terms of Use to a third party.

Article 7. Change of These Terms of Use, etc.

1. The Organization has the right to change these Terms of Use and Provisions on the screen or website of the Services, or according to the Article 8, without prior consent from Users. Users shall adhere to the revised Terms of Use and Provisions. The revised content becomes effective on the day the Organization deems effective. However, if these is no effective date listed,
2. The change shall become effective as one week passes after the announcement was made on the Service's app screen or website.
3. Notwithstanding the aforementioned, if laws, regulations, etc. necessitate Users' consent again regarding the changes of these Terms of Use or Provisions, the Organization shall obtain Users' new consent.

Article 8. How to Notify Users

1. If the Organization determines some notice to Users is necessary regarding the provisions of the Services, the Organization has the right to announce the change to these Terms of Use and Provisions on the app screen or website of the Services.

Article 9. Responsibilities of Users

1. Users shall be responsible for their own use of the Services.
2. Users shall be responsible for the installation, setup, maintenance, and management of terminals, wireless LAN routers and other communication devices, and communication lines necessary for normal use of the Services.
3. Users shall be responsible to modify their registration information if any changes arise.
4. Users understand that the voice and ambient sounds collected by turning on the microphone function in the Services will be distributed to other Users, and that they will receive the voice and ambient sounds of other Users and use this function at their own risk.
5. Users shall assume full responsibility for not being able to use all or part of the Services due to failure to follow the usage methods, procedures, etc. stipulated in these Terms of Use and Provisions or for any other reason attributable to the Users.
6. If Users receive any inquiries, claims, or disputes, etc. from other Users or third parties arising from the use of the Services, Users shall handle and resolve aforementioned issues on their own responsibility and expense.
7. In the event that a User violates these Terms of Use or Provisions in using the Services and causes damage to the Organization, other Users, or third parties, the User shall be liable for compensation to those who sustained such damage at the User's own responsibility and expense.

Article 10. Copyrights, etc.

All patents, utility model rights, design rights, trademark rights, copyrights, and other intellectual property rights pertaining to the information provided by the Organization through the Services shall belong to the Organization or other right holders licensing the use to the Organization.

Article 11. Prohibited Matters

1. Users shall not engage in any of the following acts when using the Services:
 - (1) Any act that infringes or may infringe intellectual property rights (patent rights, utility model rights, design rights, trademark rights, copyrights, etc.) or other rights belonging to other persons.
 - (2) Any act that infringes or may infringe the property, privacy, or image rights of others
 - (3) Any other acts that the Organization deems offensive to public order and morals or seriously infringes upon the rights of others.
 - (4) Any act that interferes with the smooth operation of the Organization's Services.
 - (5) Acts that use the Services for commercial purposes.

- (6) Unauthorized collection, use, or exploitation of data such as other Users' usage history of the Services without their prior consent.
- (7) Analyzing behavior such as reverse engineering of the programs related to the Services, modification, or alteration thereof.
- (8) Any other acts that the Organization deems inappropriate.

Article 12. Prohibition of Transferring Rights

1. Users shall not transfer to a third party all or part of their User qualifications, rights to use the Services, or any other rights or obligations under these Terms of Use, or may they lend, buy, sell, transfer ownership thereof, pledge, or otherwise offer as collateral any of their rights or obligations.

Article 13. Suspension of the Services or Revocation of User Status by the Organization

1. The Organization shall suspend the provision of the Services to a User or revoke the User status in any of the following cases

- (1) Committing any of the prohibited acts set forth in Article 11
- (2) Violating these Terms of Use or Provisions
- (3) When the Organization deems the use of the Services by the User to be inappropriate

Article 14. Acceptance

1. Users shall agree in advance that the Organization collects Users' usage history, access history, etc. of the Services through the provision of the Services.
2. The Organization shall use the collected information to provide and improve the Services, develop new Services, and respond to problems.

Article 15. Termination of Usage Agreement

1. Users may terminate use of the Services by deleting the application at any time.
2. When a User terminates use of the Services in accordance with Paragraph 1 aforementioned, or when the user status is revoked in accordance with Article 13, the contract between the User and the Organization regarding use of the Services based on these Terms and Provisions shall be terminated, and the User shall not use the Services thereafter.

Article 16. Disclaimer

1. The Organization shall not be liable for any damage, loss, disadvantage, etc. (Damages) suffered by Users due to any change, interruption, or termination of the Services, change in the Terms of Use, termination of all or part of the Services, transfer or succession by the

Organization of its rights and obligations under this Agreement to a third party in accordance with Article 6, suspension of the Services or cancellation of the user qualification in accordance with Article 13, or cancellation of the use agreement in accordance with Article 15.

2. The Organization shall not be liable for any Damages arising from actions taken by Users in relation to Article 9.

3. The Organization shall not be liable for any consequences arising from the use of the Services by Users, or any problems arising from the Services for any other reason.

4. The Organization shall not be held responsible for any products, services, etc. and contents in the advertisements by entities other than the Organization that are posted on the videos displayed on the Services screen, nor for the content of such advertisements.

5. The voice and ambient sounds collected by the microphone of the terminal used for these Services will be transmitted to other Users. The Organization shall not be held responsible for any problems that may arise from the use of the microphone.

Article 17. Non-warranty

1. The Organization does not guarantee the accuracy, completeness, certainty, usefulness, etc. of the contents of the Services, the videos posted in the application, or any other information obtained by users through the Services, nor does the Organization guarantee the effectiveness of Users' Services usage.

2. The Organization does not guarantee the terminal, OS version, or communication environment in which the application can be used.

Article 18. Governing Law

1. The formation, validity, performance, and interpretation of these Terms shall be governed by the laws of Japan.

Article 19. Language

1. The original text of these Terms shall be in Japanese. If there is any discrepancy between the Japanese version and any other language version, the Japanese version shall prevail.

Article 20. Agreed Jurisdiction

1. Users and the Organization shall agree to submit to the exclusive jurisdiction of the Sapporo District Court as the court of first trial for all disputes related to these Terms.

The public interest incorporated association Hokkaido Tourism Organization

Effective Date: February 15, 2023

Personal Information

This application uses the following information of Users, which is necessary to execute the functions of the application:

- Rear camera - Used for displaying the camera image on the screen, detecting the floor, and detecting the User's hands in order to perform the AR function.
- Front camera - Used to recognize the User's facial expressions in order to reflect them in the avatar.
- Microphone - Turning on the microphone function transmits voice to other Users in the same room.
- Location information - Used to reflect the User's movement on the avatar in the AR function.

Other personal information is not collected in this application in principle, but if personal information is collected in response to inquiries, etc., it will be handled in accordance with the Hokkaido Tourism Organization Privacy Notice. Continued use of the Services by Users or consent to the Notice confirms that Users have read and understand the Hokkaido Tourism Organization Privacy Notice and also constitutes consent by Users when the Users' consent is required under applicable laws and to the extent that such consent is strictly necessary.