

Terms of service

1. Scope of application

(1) This agreement applies to the Fukuoka City Premium Electronic Gift Certificate FUKUOKA NEXT Pay (hereinafter referred to as the “Electronic Gift Certificate”) issued by the Fukuoka Chamber of Commerce, the Sawara Chamber of Commerce, the Shiga Chamber of Commerce, and some shopping arcade in Fukuoka City (hereinafter referred to as the “Issuer”).) and the handling of user accounts that hold them. The user shall fully understand the contents of this agreement, agree to this agreement, open a user account, and use the electronic gift certificate. If you do not agree, please refrain from using the site.

(2) If the user is a minor, he/she shall open a user account and apply for an electronic gift certificate after obtaining the consent of a legal representative. In addition, the user cannot use the user account and electronic gift certificate for the user’s business, the corporation to which the user belongs, or other business operators.

(3) In addition to the preceding two paragraphs, users shall be deemed to have given valid and irrevocable consent to these Terms by registering a user account or actually using an electronic gift certificate.

2. Definition

(1) “User” refers to all persons who have opened a user account on the App in order to use the Electronic Gift Certificate Service Refers to an account in the app.

(2) “Electronic Gift Certificate Service” means any service provided by the issuer based on these Terms. Refers to items that can be used for payment and other prescribed payments.

(3) "Registered store" means a store where payment can be made with an electronic gift certificate after completing the prescribed procedures with the issuer.

(4) "Eligible Products" means products and services sold or provided by Registered Stores that can be paid for with electronic gift certificates.

(5) "This application" means the application software used on the user's smartphone for the purpose of using the electronic gift certificate service.

(6) "Necessary measures" means (i) suspension or prohibition of the use of the electronic gift certificate service, (ii) suspension or deletion of any accounts related to the electronic gift certificate service, or (iii) invalidation of the electronic gift certificate held by the user, (iv) other measures deemed necessary and appropriate by the issuer, in whole or in part.

3. Open a user account

(1) Users are required to open a user account through prescribed procedures.

(2) When opening a user account, the user (limited to those residing in Japan) must register true and accurate information.

(3) The contract between the issuer and the user shall be established when the user account is opened.

(4) User accounts shall be one account per person.

(5) When using the electronic gift certificate service, the user must register true and accurate information. In addition, if there is a change in the registered information, the user must promptly correct it to the changed content.

(6) All rights related to user accounts belong exclusively to the user. Users may not transfer, lend or inherit these rights to a third party.

4. Password

(1) The user can change the password by the prescribed method. Passwords shall be strictly managed and shall not be disclosed to others.

(2) If the user forgets the password, it can be reset by the prescribed method.

(3) If the issuer confirms by a prescribed method that the password entered into this application matches the registered password, even if the actual user of this application is not the user himself/herself, the user It is assumed that it is used by the person himself/herself, and we are not responsible for any damage caused by it.

5. Application

(1) When using the electronic gift certificate service, the user must apply for a reservation for the electronic gift certificate through the prescribed procedures.

(2) Reservation applications for electronic gift certificates will be considered completed when all application operations from the application screen within this application have been completed.

(3) If there is an error in the registration information in Article 3, Paragraph 2 of these Terms of Use, if a false registration is made, if it is registered by a person other than the user, or if the issuer determines that it is necessary, the application will be invalid.

(4) The issuer may set the minimum application amount and maximum application amount per person for electronic gift certificates and may freely change these.

6. Prize-winner

(1) Regarding the selection of winners, if the total application amount is less than or equal to the total sales amount, all applicants who meet the application requirements will be considered winners, and if the application total amount exceeds the total sales amount, applicants who meet the application requirements. A winner will be selected by lottery. The winning amount will be the same amount as the application amount.

(2) The issuer determines the total sales amount for sales and can freely change it.

(3) The winners are selected strictly by the publisher, and Apple Inc., Apple Japan Inc., Google Inc. and Google Japan G.K. are not involved.

7. Issue/Refund

(1) Winners may purchase electronic gift certificates using the prescribed method. Purchases can only be made in a lump sum with the winning amount and cannot be increased or decreased from the winning amount or purchased in installments.

(2) Purchased electronic gift certificates shall be recorded and issued as a balance in the user account. However, interest is not attached to electronic gift certificates.

(3) User account registration and use of the electronic gift certificate service are free of charge. However, communication costs (packet charges) associated with downloading and using the app will be borne by the user.

(4) Even if the issuer changes the upper limit and the balance of the user account exceeds the upper limit, the user can use the electronic gift certificate already recorded in the user account.

(5) The issuer will not refund or redeem electronic gift certificates for any reason. However, if the issuer deems it necessary, such as when the issuer completely abolishes the handling of electronic gift certificates due to changes in economic conditions, the revision and abolition of laws and regulations, or other reasons, the issuer may refund the electronic gift certificate.

8. Use

(1) Electronic gift certificates can be used for payment of the target products with registered stores.

(2) If the user purchases the target product with an electronic gift certificate, the user shall specify payment with the electronic gift certificate in a prescribed manner. If the user specifies payment by electronic gift certificate when purchasing the target product, and the purchase price of the target product is within the balance of the electronic gift certificate held in the user's user account, the issuer, the required amount of electronic gift certificates will be deducted from the user account. The user will be treated as having completed the payment for the target product to the registered store, etc. upon the reduction of the electronic gift certificate.

(3) The issuer shall not be a party, agent, intermediary, etc. in relation to the transaction of the target product between the user and the registered store, and shall not bear any legal responsibility for its establishment, validity, performance, etc. In the unlikely event that a default, return, defect, or other problem arises after using an electronic gift certificate, the issuer is not obligated to return the electronic gift certificate, etc., and the user and the registered store Please resolve between.

(4) The user can check the balance of the electronic gift certificate within this application. Due to system deficiencies or other reasons, the actual number of electronic gift certificates held may differ from the number of electronic gift certificates displayed on this application.

9. Range of use

(1) Electronic gift certificates can only be used at registered stores within the expiration date. Registered stores are subject to change without notice.

(2) Electronic gift certificates cannot be exchanged, sold, or redeemed for cash. In addition, when returning eligible products purchased with electronic gift certificates, refunds in cash cannot be made.

(3) The following items are not eligible for use of electronic gift certificates.

- Converting to cash, depositing to a financial institution
- Securities, cash vouchers, gift certificates (beer coupons, sake coupons, rice coupons, book coupons, gift certificates issued by stores, etc.), travel coupons, train tickets, postage stamps, postcards, stamps, prepaid cards, etc. purchase of things
- Purchase of manufactured tobacco prescribed in Article 2, Paragraph 1, Item 3 of the Tobacco Business Law (Law No. 68 of August 10, 1984)
- Lottery tickets stipulated in Article 2 of the "Voucher Law (Law No. 144, 1948)" and "Law Concerning Implementation of Sports Promotion Vote (Law No. Purchasing sports promotion voting tickets as stipulated in Article 2
- Purchasing ski lift tickets, annual passes, golf passes, and other tickets without expiry dates
- Purchasing membership fees, exchange tickets for products and services, etc. that are paid in advance and that expire on December 18, 2023

- Payment of investments and debts (taxes, transfer price, transfer fees, insurance premiums, electricity, gas, water, telephone charges, garbage bags designated by Fukuoka City, etc.)
- Payments related to real estate such as land/house purchases, rent/land rent/parking fees (excluding temporary custody)
- Purchasing raw materials, equipment, and purchased products used in business activities
- Payment of co-payments for medical insurance, long-term care insurance, etc. (including medicines requiring a prescription)
- Sex-related special business as stipulated in Article 2 of the "Law Concerning Regulation of Adult Entertainment Businesses, Etc. and Optimization of Business (Law No. 122 of 1948)", and business that may arouse the gambling spirit of customers by setting up facilities and payments required for cabarets, clubs, waiting areas, etc. that do not serve meals as the main purpose
- Payments to those associated with a specific religious or political group or against public order and morals
- Other payments specified by each registered store
- Other payments that do not match the purpose of issuing electronic gift certificates

10. Privacy policy

(1) The issuer recognizes the importance of personal information, complies with laws and regulations related to personal information, and strives to protect the personal information of users as described below. The information obtained here will not be used without the consent of the user, except when necessary to implement the electronic gift certificate service.

(2) The issuer collects the applicant's personal information (specifically, [name, postal code, telephone number, email address, age, occupation, gender]) to the extent necessary, It will be used for confirmation, lottery, notification regarding reservation application, purchase and use of electronic gift certificates. In addition, the information registered by users will be used for statistics and analysis in a form that cannot identify individuals.

(3) The issuer will not disclose or provide collected personal information to third parties. We may outsource the handling of the collected personal information, but even in this case, we will instruct and supervise the outsourcee to pay sufficient attention to management so as not to leak information.

(4) The issuer will take necessary measures within a reasonable range to protect the privacy of users.

(5) If it turns out that the user has acted disadvantageously to the issuer or a third party, the issuer may notify the third party, the police, and related organizations of the user's personal information. increase.

(6) The issuer shall disclose the registered information of the user when requested by a court, public prosecutor, police, bar association, consumer center, or an organization with equivalent authority. can do.

(7) The issuer may provide the user's registration information, transaction history information, other You can disclose the necessary information of

11. Intellectual property rights such as copyrights and trademark rights

(1) All works, portraits, characters, marks, and other information on this application and the website operated by the publisher are copyrights, trademark rights (trademarks and service marks) of the

publisher or its provider. We have intellectual property rights such as, or the right to use them and other rights.

(2) Reproduction by downloading, printing out, or other methods of this application and the website operated by the publisher is limited to private use within a limited range of individuals or homes. Please refrain from diverting (copying, uploading, posting, quoting, etc.) the information and programs in this application and the website operated by the publisher to other websites or printed materials. Please refrain from using the content posted on this app or the website operated by the publisher without permission beyond the scope permitted by other copyright laws.

12. Elimination of anti-social forces

(1) The user declares that none of the following apply at present, and promises that it will not apply in the future.

- Gangster (Organized gangs defined in Article 2, Item 2 of the Act on Prevention of Unfair Acts by Gang Members (Law No. 77 of 1991; hereinafter referred to as the "anti-violent act").)
- Organized Crime Group Member (meaning an organized crime group member as stipulated in Article 2, Item 6 of the Anti-Gangster Act)
- associate member of a crime syndicate
- Gang-affiliated company
- Aggregate racketeers, etc., social movement-promoting goro, political activity-promoting goro, or special intelligence violent groups
- A person who has a close relationship with the person specified above (including, but not limited to, providing funds or other benefits)

- Other persons who comply with the above

(2) The user promises not to directly or indirectly engage in any of the following acts.

- violent demands
- Unreasonable demands beyond legal responsibility
- Acts of threatening behavior (including, but not limited to, telling that you or your affiliates are the persons specified in the preceding item) or using violence in relation to transactions.
- Acts of disseminating rumors, using fraudulent means or using force to damage the credibility of the issuer or interfere with the business of the issuer
- Other acts that conform to the above

(3) If the issuer finds that the user has violated any of the statements or commitments set forth in the preceding two items, the issuer may take necessary measures without any demand.

(4) If the issuer takes the necessary measures pursuant to the provisions of the preceding item, it shall not be held responsible for compensating for damages, losses and expenses incurred by the user as a result of such necessary measures.

13. Prohibited matter

Users shall not engage in any of the following acts.

- Possessing a user account for the purpose of money laundering or using a user account for money laundering

- Acquisition of electronic gift certificates by illegal means, or act of using electronic gift certificates knowing that they have been acquired by illegal means
- Acts of duplicating, forging, or falsifying user accounts or electronic gift certificates, or using electronic gift certificates that have been duplicated, forged, or falsified
- Acts that lead to crimes such as fraud
- Acts that violate laws, court judgments, decisions or orders, or administrative measures that are legally binding
- Acts that may harm public order or good morals
- Acts that infringe intellectual property rights such as copyrights, trademark rights, patent rights, honor rights, privacy rights, or other legal or contractual rights of the publisher or a third party
- Acts of impersonating the issuer or a third party, or acts of intentionally disseminating false information
- Acts of exchanging electronic gift certificates for cash, property, or other economic benefits in a manner other than the method prescribed by the issuer
- Sales, publicity, advertisement, solicitation, other profit-making activities (excluding those approved by the publisher), sexual or obscene acts, meeting or dating with unfamiliar people of the opposite sex Acts that aim to harass or slander other users, and acts that use the electronic gift certificate service for purposes other than those intended for the electronic gift certificate service.
- Providing benefits or other acts of cooperation with anti-social forces

- Religious activities or soliciting to religious groups
- Acts of illegally collecting, disclosing, or providing other people's personal information, registration information, usage history information, etc.
- Acts that interfere with the issuer's server or network system, acts that illegally operate the service by using BOT, cheat tools, or other technical means, acts that intentionally use defects in the issuer's system, etc. Acts of making unreasonable inquiries or requests to the issuer, such as repeating the above questions more than necessary, or acts of obstructing or interfering with the operation of the issuer's business or the use of these by other users.
- Acts of use beyond the scope of normal use, such as repeating the same or similar acts
- Acts that assist or encourage acts that fall under any of the above
- Other acts that the publisher deems inappropriate

14. Implementation of necessary measures

(1) The issuer may violate or may violate the terms, conditions, agreements, etc. (including but not limited to these terms) that apply to the use of the electronic gift certificate service. (including, but not limited to, cases where the issuer determines that it falls under or is likely to fall under any of the preceding paragraphs), the Company may take necessary measures without notifying the user in advance. We assume that we can.

(2) Notwithstanding the provisions of the preceding item, the Publisher shall not be obliged to prevent or correct User's violations to other Users or any other third parties.

15. Implementation of measures for excessive usage

(1) Depending on the environment of the Registered Store, communication status, or other reasons, it may be possible to make payment to the Registered Store in excess of the Available Balance when making payments using electronic gift certificates. In this case, the user agrees in advance that the issuer will make advance payment for the excess usage to the registered store, and that the issuer will bill the user for the excess usage after the fact. increase.

(2) In the case of the preceding item, the user shall pay the excess usage by the date and method specified by the issuer.

(3) If the user does not pay for the excess usage by the date set forth in the preceding item, the user shall pay a late payment charge calculated by multiplying the delayed amount by an annual rate of 14.6%.

16. Suspension or suspension of services, etc.

(1) When the issuer deems it necessary to stop or suspend the system due to system maintenance, communication line/communication means/computer failure, etc., the electronic gift certificate service may be canceled without prior notice to the user. We reserve the right to cancel or suspend all or part of it. The publisher is not responsible for any damage caused to the user as a result.

(2) When using the electronic gift certificate service, the user must prepare the necessary equipment, communication means, etc. at the user's expense and responsibility.

17. User Account Closure

(1) The User may close the User Account through the prescribed procedures.

(2) If the user account is closed, etc., the electronic gift certificate, usage history, and any other user rights and information

recorded in the user account will be deleted regardless of the reason, except for those stipulated in this agreement. and all will be extinguished. In addition, even if valid electronic gift certificates remain, the issuer shall not refund the balance regardless of the balance of the electronic gift certificate. Please note that even if the user terminates the user account by mistake, all accounts related to the electronic gift certificate service and the user's rights and information recorded in them cannot be restored.

(3) If the issuer completely abolishes the handling of electronic gift certificates due to changes in economic conditions, revision or abolishment of laws or other circumstances of the issuer, all or part of the electronic gift certificate may be canceled without any notice. issuance or the user account can be closed. In this case, refunds and other measures shall be in accordance with the provisions of laws and regulations.

18. User Responsibilities

(1) Users shall use the electronic gift certificate service at their own responsibility and shall bear all responsibility for all actions taken in the use of the electronic gift certificate service and the results thereof.

(2) The user may directly or indirectly If you suffer any damage (including the burden of attorney's fees), you must immediately compensate for it according to the issuer's claim.

19. Disclaimer

(1) The issuer shall not cause any actual or legal defects (safety, reliability, accuracy, completeness, effectiveness, suitability for a particular purpose, security, etc., defects, errors or (including bugs, copyright infringements, etc.)). The issuer is not obligated to remove such defects and provide the electronic gift certificate service to the user.

(2) The issuer shall not be held responsible for any damage caused to the user due to the electronic gift certificate service. However, if the contract between the issuer and the user regarding the electronic gift certificate service (including this agreement) is a consumer contract as stipulated in the Consumer Contract Act, this item shall not apply.

(3) Even in the case specified in the proviso of the preceding item, the issuer may We are not responsible for any damages (including cases where the issuer or user should have foreseen the occurrence of damages). In addition, the amount of compensation for damages caused to the user due to default or tort due to the issuer's negligence (excluding gross negligence) shall be limited to the purchase amount of the electronic gift certificate purchased by the user in the month in which the damage occurred. increase.

20. Notice to users, etc.

(1) The issuer will contact the user regarding the electronic gift certificate service by posting it in an appropriate place on the website operated by the issuer or by other methods that the issuer deems appropriate.

(2) If the issuer sends a notice directly to the user, it will do so based on the information registered by the user. In this case, even if the notice is delayed or does not arrive, it will be deemed to have arrived at the time it should normally have arrived.

(3) Users may contact the issuer regarding the electronic gift certificate service by sending an inquiry form installed at an appropriate location on the website operated by the issuer or by the method specified by the issuer.

21. Change/Abolition of these Terms

(1) The issuer may change or abolish this agreement based on the provisions of Article 548-4 of the Civil Code due to changes in

economic conditions, revision or abolition of laws and regulations, or other circumstances of the issuer.

(2) When the Publisher changes or abolishes these Terms, the Publisher shall notify the User by the notification method specified in the preceding paragraph or by displaying it on the Publisher's website.

22. Governing Law/Jurisdiction

(1) This Agreement shall be written in Japanese as the official text, and shall be governed by and interpreted in accordance with Japanese law.

(2) Any dispute arising between the user and the issuer arising out of or in connection with the electronic gift certificate service shall be subject to the exclusive jurisdiction of the Fukuoka District Court as the court of first instance.

Supplementary provision

1. This agreement will come into effect from April 10, 2023.