

JapanKnowledge Lib Membership Terms for Academic Use outside Japan

This Membership Terms (and any associated regulations) sets forth the terms and conditions of the services (the “Services”) operated and provided by the JapanKnowledge Project of NetAdvance, Inc. (“NetAdvance”). This Membership Terms applies to any academic user (the “Member”) to the Services. **THE MEMBER MAY NOT USE ANY OF THE SERVICES UNLESS AGREEING TO THIS MEMBERSHIP TERMS.**

Section 1 (Membership, Changes and Termination)

- a. To use the Services, the Member needs to register its membership by completing the prescribed process. Upon the application process and NetAdvance’s acceptance of the Member’s registration, the Member may use the Services.
- b. The Member shall provide NetAdvance with true information required for registration, such as the Member’s name, address and e-mail address. NetAdvance may refuse the Member’s registration, or terminate the Member’s registration even after NetAdvance once accepts the Member’s registration:
 - (1) If the User’s Guide or other materials mailed to the Member are returned to NetAdvance as addressee unknown or for any other reason;
 - (2) If any information provided to NetAdvance at registration is found false, incorrect or omitted;
 - (3) If the Member has violated any of the Membership Terms in the past;
 - (4) If the Member has ever been subject to temporary suspension or termination of the registration to the Services;
 - (5) If the Member is not eligible to execute legal act by itself and has not obtained consent of its guardian or other legal representative; or
 - (6) If NetAdvance finds it inappropriate to provide the Member with the Services for any other reason.
- c. In case of any change to the Member’s address or other information provided to NetAdvance, the Member agrees to notify NetAdvance promptly. If the Member fails to change any information provided to NetAdvance and any material mailed to the Member is returned to NetAdvance, NetAdvance may terminate the Member’s registration.
- d. If the Member fails to complete information at its registration or to notify NetAdvance of any change to its information, it may not be able to use the Services or any other services NetAdvance provides. **IN THE CASE WHERE THE MEMBER INCURS ANY DAMAGE UNDER THE FOREGOING CIRCUMSTANCES, NETADVANCE SHALL NOT BE LIABLE THEREFOR.**

- e. If the Member wishes to terminate its registration, it agrees to notify NetAdvance of such termination. **IN THE CASE WHERE THE MEMBER INCURS ANY DAMAGES DUE TO LACK OF NOTICE TO TERMINATE REGISTRATION, NETADVANCE SHALL NOT BE LIABLE THEREFOR.**

Section 2 (Use of the Services)

- a. The Member may use the Services to search and view the information for academic use.
- b. The Member may use the Services and print only one (1) hard copy of the data it views on the Services solely for academic use; provided that it may not (i) make further copy, (ii) edit any data contained in the hard copy it makes, or (iii) transfer any data to any third party, whether for consideration or not.
- c. Notwithstanding the proceeding clause, in case where the Member is non-profit educational institution, including, but not limited to, public or private school, the Member may copy and distribute copies of the data to class attendees for its classroom use, provided, however, that the number of copies may not exceed the ones to be separately agreed between NetAdvance and the Member.
- d. The Member may not use any Services in any manner other than those expressly provided in this Membership Terms.

Section 3 (Registration Fee)

- a. As a consideration for provision of the Services, the Member agrees to pay NetAdvance the registration fee separately provided, in a manner separately provided.
- b. Even if the Member uses the Services for less than one month, NetAdvance does not adjust the registration fee on a pro-rate basis.
- c. Except where NetAdvance terminates the Services under Section 8 c., **NETADVANCE DOES NOT MAKE ANY REFUND OF THE SUBSCRIPTION FEE PAID TO NETADVANCE.**
- d. If the Member delays in payment of the registration fee, NetAdvance takes measures to temporarily suspend the Member's registration to the Services, and upon prior demand of performance, terminate the Member's registration.
- e. Notwithstanding the terms of this Section, NetAdvance exempts the Member from payment of any fee during its trial period.

Section 4 (Management and Use of ID and Password)

- a. In case that NetAdvance issues ID and password to the Member, the Member agrees to bear all responsibility for management and use of the ID and password.

- b. Only the Member may use the ID and password NetAdvance issues to it. The Member may not let any third party use, or transfer or otherwise dispose of to any other party, its ID and password.
- c. If the Member forgets its password, it needs to reset its password promptly. If the Member notifies NetAdvance that its ID and password need to be changed for such reason as unauthorized use by any third party, NetAdvance will invalidate the ID and password issued to it and issue it new ID and password.
- d. NETADVANCE SHALL NOT BE LIABLE FOR ANY DAMAGE THE MEMBER INCURS DUE TO ITS FORGETTING ITS PASSWORD, MISUSE OF ITS ID AND PASSWORD, INSUFFICIENT MANAGEMENT, IMPROPER USE BY THIRD PARTY OR ANY OTHER REASON.

Section 5 (Facilities)

The Member agrees to prepare and install any communication equipment, software, communication line and any other equipment and telecommunication services necessary to use the Services, at its responsibility and cost.

Section 6 (Prohibited Acts)

- a. In connection with the use of the Services, the Member may not:
 - (1) Use any contents of the Services for other purposes than direct reference for academic use (e.g., later reference, distribution to any third party, making databases, etc.);
 - (2) Use the Services with any other method than via the interface NetAdvance provides the Member for use of the Services;
 - (3) Use any contents of the Services for unlawful or commercial purposes;
 - (4) Let any third party use any contents of the Services;
 - (5) Decompile, disassemble or otherwise reverse engineer, or otherwise analyze source code or protocol in connection with any contents of the Services;
 - (6) Sell, distribute, use in book or other services, modify, publish in the name of any third party, any reproduction of any contents of the Services, or otherwise infringe any copyright, trademark right or other intellectual property right of NetAdvance or any of NetAdvance's licensors, or commit any act likely to infringe said rights;
 - (7) Access to the Services by executing any program giving instruction to any computer;
 - (8) Download massive amount of any contents of the Services in short time;

- (9) Violate, or commit any act likely to violate, any proprietary rights, privacy rights or any other rights of NetAdvance or any third party;
 - (10) Commit any act which relates to discrimination, damages morality, or otherwise offends public order and good custom, or any act likely to constitute any of the foregoing;
 - (11) Improperly use any ID or password by spoofing or otherwise, or cooperate with such use;
 - (12) Commit any act constituting or likely to constitute a crime, such as illegal access or fraud;
 - (13) Interfere with, or commit any act likely to interfere with, the operation of the Services, such as transmitting computer virus or spam mails, hacking, massive access, or altering information;
 - (14) Damage the honor or credit of NetAdvance or any third party, or defame NetAdvance or any third party, or commit any act likely to constitute the foregoing;
 - (15) Commit any act for purposes of election activities, commercial activities or profit-making;
 - (16) Otherwise violate any law, regulation or this Membership Terms; or
 - (17) Commit any act NetAdvance finds inappropriate for other reasons.
- b. THE MEMBER AGREES TO BE SOLELY LIABLE FOR ANY OF ITS ACT SET FORTH IN a. ABOVE.
- c. If the Member commits any act set forth in a. above, NetAdvance may take any necessary measures, upon warning to the Member or promptly without any warning, such as suspending its use of the Services. In this case, NetAdvance may terminate the Member's registration without said or any prior notice or demand of performance.

Section 7 (Warranty of the Services)

- a. REGARDLESS OF ANY REASON SUCH AS ERROR IN ORIGINAL DATA OR MISTAKE IN INPUT, NETADVANCE SHALL NOT MAKE ANY WARRANTY FOR ACCURACY, CURRENCY, USEFULNESS, FITNESS FOR A PARTICULAR PURPOSE, CREDIBILITY OR OTHERWISE, OF ANY DATA PROVIDED IN THE SERVICES.
- b. The data provided in the Services may not be correctly displayed depending on communication equipment, software, communication line or other equipment or facilities. NETADVANCE SHALL NOT BE LIABLE THEREFOR.
- c. NETADVANCE SHALL NOT BE LIABLE FOR ANY DAMAGE THE MEMBER INCURS DUE TO ITS USE OF OR ITS INABILITY TO USE THE SERVICES.

Section 8 (Modification, Suspension and Termination of the Services)

- a. NetAdvance reserves the right to add, revise, eliminate or otherwise modify any of the Services without prior notice to the Member.
- b. NetAdvance may temporarily suspend the Services without notifying the Member for such reasons as maintenance check of the system for the Services or any unforeseeable event.
- c. NetAdvance may terminate the Services with no later than three months' notice on the Services; provided that if the Member has already paid any fee for use of the Services after the termination, NetAdvance will calculate and refund the Member said amount without delay. If NetAdvance needs to make any refund, NetAdvance will notify the Member by e-mail, but if NetAdvance is unable to make refund for any reason without fault of NetAdvance, such as where NetAdvance is unable to notify the Member at the e-mail address provided to NetAdvance or where the Member does not respond to NetAdvance's notice, duty of NetAdvance to make refund shall expire after one year from the date of termination of the Services.
- d. NETADVANCE SHALL NOT BE LIABLE FOR ANY DAMAGE INCURRED BY ANY MEMBER FOR MODIFICATION, SUSPENSION OR TERMINATION OF THE SERVICES.

Section 9 (Personal Information)

- a. NetAdvance agrees not to use any personal information of the Member, including but not limited to the communication history of any Member, or disclose or provide them to any third party, except:
 - (1) Where NetAdvance sends to the Member any e-mail, mail or other material for advertisement and promotion of NetAdvance's businesses, surveys, or provision of services related to the Services;
 - (2) Where NetAdvance discloses or provides information in a manner making it unable to specify the relevant individual;
 - (3) Where NetAdvance is required to disclose or provide information under any law or disposition of any public organization, or where NetAdvance is permitted to disclose or provide information under any law;
 - (4) Where it is necessary for clearance of registration fee for the Services;
 - (5) Where it is necessary for resolution of any dispute with the relevant individual;
or
 - (6) Where NetAdvance has obtained prior consent of the relevant individual.
- b. In case of (1) in a. above, the Member may notify NetAdvance to stop sending the e-mails and other materials.

- c. Upon the Member's inquiry or notice of wish to modify its information, NetAdvance will promptly respond to such inquiry or notice in reasonable manner.

Section 10 (Modification of the Membership Terms)

- a. NetAdvance reserves the right to modify this Membership Terms or registration fee separately provided, without any prior notice to the Member.
- b. Unless NetAdvance provides otherwise, any modification under a. above is effective upon publication on the website providing the Services, and thereafter the Membership Terms after the modification applies.
- c. The Member is deemed to have accepted the modified Membership Terms when it uses the Services after the modification takes effect.

Section 11 (Miscellaneous)

- a. All copyright and other intellectual property rights in and to the Services and any contents provided therein, shall belong to NetAdvance or its licensors.
- b. The Member may not assign any right, delegate any duty or transfer the contractual position under this Membership Terms, without prior written consent of NetAdvance.
- c. The indemnity under this Membership Terms shall not apply in case of NetAdvance's willfulness or negligence, unless the Member is a corporation or other legal organization; provided that THE SCOPE OF NETADVANCE'S LIABILITY FOR DAMAGES TO ANY MEMBER DUE TO NETADVANCE'S NEGLIGENCE SHALL BE LIMITED TO THE SUM OF REGISTRATION FEE PAID BY SAID MEMBER DURING THE THREE-MONTH PERIOD PRIOR TO OCCURRENCE OF THE DAMAGES.
- d. All notices to the Member is made by sending e-mails to the e-mail address provided to NetAdvance. Even if the notices do not reach the Member for any reason not due to NetAdvance's fault, such as insufficient provision of information or delay in change of information provided by the Member, the notices are deemed to have arrived upon transmission by NetAdvance.
- e. The formation, validity and interpretation of this Membership Terms shall be governed by the laws of Japan.
- f. In case of any dispute in connection with this Membership Terms, it is agreed that the parties shall address in good faith any matter arising from or in connection with this Agreement through mutual consultation.

Supplementary Provision:

This Membership Terms shall be implemented from March 25, 2020

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensor

Print Name:

Title: Executive Officer

Address: 2-30 Kanda-Jimbo cho, Chiyoda-ku, Tokyo 101-0051, Japan

Telephone No.: +81-(0)3-5213-0871

Facsimile: +81-(0)3-5213-0876

E-mail:

LICENSEE:

University:

BY: _____ DATE: _____

Print Name:

Title:

Address:

Telephone No.:

Facsimile:

E-mail: