

## **JKBooks Membership Terms for Academic Use outside Japan**

These Terms of Use (and any associated regulations) set forth the terms and conditions for using JKBooks (the “Service”) operated and provided by the JapanKnowledge Project of NetAdvance, Inc. (“NetAdvance”). These Terms of Use apply to any academic user (the “Member”) of the Service. THE MEMBER MAY NOT USE ANY OF THE SERVICE UNLESS AGREEING TO THESE MEMBERSHIP TERMS.

### Section 1 (Membership, Changes and Termination)

- a. To use the Service, the Member must register its membership by completing the prescribed process. Upon completion of the application process the Member shall be able to use the Service using the method designated by NetAdvance.
- b. Membership of the Service is limited to those who have paid for the contents (who have purchased the image data).
- c. 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 accepts the Member’s registration
  - (1) if any information provided to NetAdvance at registration is found to be false, incorrect or omitted;
  - (2) if the Member has violated any of the Terms of Use in the past;
  - (3) if the Member has ever been subject to temporary suspension or termination of the registration to the Service;
  - (4) if NetAdvance finds it inappropriate to provide the Member with the Service for any other reason.
- d. In case any change is made to the Member’s address or other information provided to NetAdvance, the Member agrees to notify NetAdvance promptly. However, changes to the Member or company name require the approval of NetAdvance. IN THE CASE WHERE THE MEMBER INCURS ANY DAMAGE DUE TO LACK OF NOTICE OF CHANGE OF REGISTERED INFORMATION, 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 Service)

- a. The Member may use the Service for academic use, at any time during the period of continued registration as a Member, to search and view the information for which the Content Fee has been paid. However, there may be the case where the access to some information is limited at the request of the copyright owner.
- b. The Member may use the Service and print only one (1) hard copy of the data it views on the Service solely for the Member's internal use; provided that it may not (i) make further copies or (ii) transfer any data to any third party.
- c. Regardless of Section 2 b, if the Member is an educational institution including a school (excluding any for-profit educational institution), the Member may make such number of copies of any data viewed by the Member on the Service as equal to the number of students who take a course offered by the Member and may distribute those copies to those students, but only to the extent necessary for use of such data in such course; however, that the Member may not do so even in a course you offer if the number of copies of data so used or the extent of said use of the data is significant.
- d. The Member may not use any Service in any manner other than those expressly provided in this Membership Terms.
- e. The Member may allow the Service to be used by individuals ("Users") to whom the Member allows use of its equipment. However, the Member shall bear full responsibility for the observance of these Terms of Use by the Users.

## Section 3 (Method for Use of the Service)

- a. NetAdvance has the following types of accounts available for use of the Service. The Member can choose between using an ID and password (ID/password method) or a range of IP addresses (IP range method), or a combination of the two. NetAdvance shall provide the Service to the Member based on the Member's choice, and Members and Users shall use the Service based on their choice of account type.
  - (1) ID/password method: NetAdvance shall issue an ID and password to Users designated by the Member. In this case, each User shall use the Service using the issued ID and password.
  - (2) IP range method: The Member shall be able to access the Service from the designated IP address. In this case, only Users on the local area network (LAN) with the designated IP address will be able to use the Service. However, the number of Users able to utilize the Service simultaneously shall be as designated by the Member.

- b. If the Member wishes to increase the number of simultaneous users using either the ID/password method or the IP range method, the Member must sign a new User Contract for use of the Service. The same is true if the Member wishes to change from one type of account to another type of account.
- c. In case where the Member enters into the agreement regarding “JapanKnowledge Lib Service”, the Service is available on the platform of “JapanKnowledge Lib Service” (“Integration of the Platform”). In case where the Member requests for the Integration of the Platform, it shall notify NetAdvance in writing of such intention. In case of the Integration of the Platform, the number of the simultaneous access to the Service shall be equal to the one of the simultaneous access to the JapanKnowledge Lib service. In addition, the Member may terminate at any time the Integration of the Platform by notifying NetAdvance in writing of such intention.

#### Section 4 (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 Service, at its own responsibility and cost.

#### Section 5 (Management and Use of ID and Password)

- a. The Member agrees to bear all responsibility for the management and use of the ID and password issued by NetAdvance to the Member.
- b. Only the Member may use the ID and password issued by NetAdvance. The Member may not let any third party (not a User) 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 a 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 6 (Service Fee)

- a. As a consideration for provision of the Service, the Member agrees to pay NetAdvance a Service Fee separately provided. The Service Fee shall be composed of a Registration Fee (only required at the time of joining), a Content Fee (only required at the time of joining), and an Annual Maintenance Fee (required every year).
- b. Notwithstanding the subsection (a), in case where the Member uses the Integration of the Platform under Article 3c, the Member shall be exempted from the Annual Maintenance Fee under the preceding subsection. Provided, however, that, in case where the Member terminates the Integration of the Platform or the JapanKnowledge Lib service, the Annual Maintenance Fee shall be charged.
- c. Even if the Member uses the Service for less than one year, NetAdvance will not adjust the Annual Maintenance Fee on a pro rata basis.
- d. Except where NetAdvance terminates the Service under Section 10 c., NETADVANCE SHALL NOT MAKE ANY REFUND OF THE ANNUAL MAINTENANCE FEE PAID TO NETADVANCE.
- e. If the Member delays its payment of the Annual Maintenance Fee, NetAdvance shall take measures to temporarily suspend the Member's registration of the Service, and upon prior demand of performance, terminate the Member's registration.
- f. Notwithstanding the terms of this Section, NetAdvance shall exempt the Member from payment of any fee during its trial period.

#### Section 7 (Receipt of Image Disk)

- a. A Member who has paid the Content Fee shall be entitled, at any time during the period of continued registration as a Member, or within one month of the termination of membership, to receive an Image Disk containing the image data for which the Content Fee was paid.
- b. When a Member makes a request based on Section 7 a., NetAdvance shall deliver a disk to the Member within one month of the request. In this case, NetAdvance makes the disk using the image data which exists at the time of the request.

#### Section 8 (Prohibited Acts)

- a. In connection with the use of the Service, the Member may not:
  - (1) Use any contents of the Service for other purposes than direct reference for academic use (e.g., storage of data, distribution to any third party, making databases, etc.);
  - (2) Use the Service with any other method than via the interface NetAdvance provides to the Member for use of the Service;

- (3) Use any contents of the Service for unlawful or commercial purposes;
- (4) Let any third party (not a User) use any contents of the Service;
- (5) Decompile, disassemble or otherwise reverse engineer, or otherwise analyze source code or protocol in connection with any contents of the Service;
- (6) Sell, distribute, use in a book or other services, modify, publish in the name of any third party, any reproduction of any contents of the Service, 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 Service by executing any program giving instruction to any computer;
- (8) Download a massive amount of any contents of the Service in short time;
- (9) Violate, or commit any act likely to violate any rights of NetAdvance or any third party;
- (10) Improperly use any ID or password by spoofing or otherwise, or cooperate with such use;
- (11) Commit any act constituting or likely to constitute a crime, such as illegal access or fraud;
- (12) Interfere with, or commit any act likely to interfere with, the operation of the Service, such as transmitting computer virus or spam mails, hacking, massive access, or altering information;
- (13) 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;
- (14) Otherwise violate any law, regulation or this Terms of Use; or
- (15) Commit any act NetAdvance finds inappropriate for other reasons.

b. THE MEMBER AGREES TO BE SOLELY LIABLE FOR ANY OF THE ACTS SET FORTH IN a. ABOVE.

c. If the Member commits any act set forth in a. above, NetAdvance may take any necessary measures to prevent such actions, including the issuance of a warning to the Member or suspension of its use of the Service. In this case, NetAdvance may terminate the Member's registration without said or any prior notice or demand of performance.

Section 9 (Warranty for the Service)

- 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 AS PART OF THE SERVICE.
- b. The data provided in the Service 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 SERVICE.

Section 10 (Modification, Suspension and Termination of the Service)

- a. NetAdvance reserves the right to add, revise, eliminate or otherwise modify any of the Service without prior notice to the Member.
- b. NetAdvance may temporarily suspend the Service without notifying the Member for such reasons as maintenance check of the system for the Service or any unforeseeable event.
- c. NetAdvance may terminate the Service with no later than three months' notice on the Service; provided that if the Member has already paid any fee for use of the Service 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 Service.
- d. NETADVANCE SHALL NOT BE LIABLE FOR ANY DAMAGE INCURRED BY ANY MEMBER FOR MODIFICATION, SUSPENSION OR TERMINATION OF THE SERVICE.

Section 11 (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 or other material for advertisement and promotion of NetAdvance's businesses;

- (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 information under any law or disposition of any public organization;  
or
  - (4) 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 e-mail and other materials.
  - c. Upon the Member's inquiry or notice of wish to modify its information, NetAdvance shall promptly respond to such inquiry or notice in reasonable manner.

#### Section 12 (Modification of the Terms of Use)

- a. NetAdvance reserves the right to modify these Terms of Use or the Annual Maintenance 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 Service, and thereafter the Terms of Use after the modification apply.
- c. The Member is deemed to have accepted the modified Terms of Use when it uses the Service after the modification takes effect.

#### Section 13 (Miscellaneous)

- a. All copyright and other intellectual property rights in and to the Service and any contents provided therein, shall belong to NetAdvance or its licensors.
- b. The Member may not assign or transfer any right, duty or contractual position under these Terms of Use, without prior written consent of NetAdvance.
- c. THE SCOPE OF NETADVANCE'S LIABILITY FOR DAMAGES TO ANY MEMBER DUE TO NETADVANCE'S NEGLIGENCE SHALL BE LIMITED TO THE SUM OF THE USAGE FEE PAID BY SAID MEMBER IMMEDIATELY PRIOR TO OCCURRENCE OF THE DAMAGES.
- d. All notices to the Member shall be 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 these Terms of Use 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:

These Terms of Use 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.

LICENSEE:

BY: \_\_\_\_\_  
Signature of Authorized Signatory of Licensee

DATE: \_\_\_\_\_

Print Name:

Title:

Address:

LICENSOR:

BY: \_\_\_\_\_  
Signature of Authorized Signatory of Distributor

DATE: \_\_\_\_\_

Print Name:

Title:

Address: NetAdvance Inc.  
3F Showa building, 2-30 Kandajimbo-cho, Chiyoda-ku,  
Tokyo, 101-0051 Japan