

# National Institute for Materials Science

## MatNavi Service Terms of Use

April 1, 2018

Revised:

MatNavi Service Terms of Use (hereinafter referred to as “Terms”) set forth the terms and conditions of use of the service (defined in Article 1 below; hereinafter referred to as “Service”) to make available, on a website, the NIMS Materials Database “MatNavi,” which is managed and operated by National Institute for Materials Science (hereinafter referred to as “Institute”).

Registrants (defined in Article 1 below) of the Service are obligated to comply with these Terms when using the Service, and upon registration for use of the Service, Registrants are deemed to have agreed to these Terms, the site policy (<http://www.nims.go.jp/siteinfo/site-policy.html>) and the privacy policy (<http://www.nims.go.jp/siteinfo/privacy-policy.html>) on the official website of the Institute. Therefore, please carefully read these Terms, the site policy and the privacy policy before using the Service.

### Article 1: Definition

The following terms as used in these Terms shall have the meaning respectively prescribed in the following items.

(1) “Service” Services provided free of charge to Registrants (defined in the following item) through systems owned by the Institute, including, without limitation, applications, user registration systems and cross-searching systems (MatNavi Search), etc., related to the NIMS Materials Database System “MatNavi” and the accompanying web page (<http://mits.nims.go.jp/>);

(2) “Registrants” Individuals who have agreed to these Terms and submitted an application to the Institute for use of the Service pursuant to paragraph 1 of Article 4 below and whose use of the Service has been approved by the Institute;

(3) “Use Agreement” Agreement for use of the Service that includes these Terms in the content;

(4) “Site” Web page of the Service;

(5) “ID-PW” ID issued for each account and the password (PW) set by Registrant. For the avoidance of doubt, one (1) e-mail address registered for use shall be treated as one (1) account;

(6) “DATA” Data, content (including, without limitation, text, illustrations, pictures and tables) and data sheets that are provided through MatNavi and the Service;

(7) “Processed DATA” The DATA that have been processed into a table or other form of expression. The Processed DATA shall include the DATA and other data, etc., that have been processed into a table or other form of expression.

#### Article 2: Applicability and Amendment to These Terms

1. These Terms shall apply to use of the Service that is provided by the Institute and all matters in conjunction with provision of the Service.

2. Provisions announced through the Service from time to time by the Institute and provisions for use posted on the Site when using the Service shall also constitute a part of these Terms.

3. The Institute may amend the details of these Terms at any time without prior consent of Registrants. The Terms after such amendment shall be deemed to have been agreed by all Registrants after such terms have been posted on the Site for one (1) month.

4. In addition to the case described in the preceding paragraph, when the Institute judges it necessary, the Institute shall notify Registrants of necessary information from time to time. The notified content shall be deemed to have been agreed by all Registrants after it has been posted on the Site for one (1) week.

#### Article 3: Purpose of Use of Service, License, Functionality, etc.

MatNavi and the Service are provided for the purpose of promoting science and technology and facilitating assistance in research and development. The Institute therefore will provide the Service only to those individuals who use the Service for the purpose of education or research and development.

#### Article 4: Registration for Use

1. Registration for use of the Service shall be completed when the person who desires to use the Service submits an application to the Institute for registration for use on the Site and the Institute approves the use registration. Upon completion of use registration, the Use Agreement shall be concluded between the individual whose use registration has been approved, as Registrant and the Institute.

2. When the Institute judges that one of the following events exists in relation to the applicant of use registration, the Institute may disapprove the application for use registration, and the Institute shall not assume any obligation to disclose the reason therefor.

(1) If the applicant does not exist;

(2) If the Institute has determined that the applicant may not satisfy the requirements

described in the preceding Article;

(3) If the applicant has reported false information at the time of application for use registration;

(4) If the application is made by a person who has committed a violation of these Terms;

(5) If the Institute has otherwise judged that the use registration is not appropriate.

3. When, with respect to Registrant, the address, name, phone number, place of work, member organization or other information entered in the form for registration for use of the Service (excluding the e-mail address) is changed, Registrant shall promptly report the change to the Institute by updating the relevant information on the user information registration page of the Site.

#### Article 5: Notice of Completion of Registration

Promptly upon completion of registration for use, the Institute shall give Registrant notice of completion of registration. Registrants may use the Service after the receipt of the notice of completion of registration.

#### Article 6: Cancellation of Use Agreement

When Registrant cancels the Use Agreement of the Service, Registrant shall submit an application for such cancellation on the Site. The Use Agreement of the Service shall terminate at the time when the Institute has accepted the application for such cancellation.

#### Article 7: ID-PW and Scope of Users

1. Registrants may use the Service themselves with the ID-PW.

2. Registrants shall not cause any person other than themselves to use the Service, and shall not use the Service beyond the scope permitted by these Terms.

#### Article 8: Management of ID-PW

1. Registrants shall comply with the following: (a) Registrants shall not disclose or lend the ID-PW to, or share the ID-PW with, any third party other than themselves, and (b) Registrants shall carefully manage the ID-PW to avoid leaks or unauthorized use of the ID-PW. The Institute shall assume no liability for damages caused to Registrants or other persons arising out of the management or usage conditions of the ID-PW.

2. If a person other than Registrant uses the Service with the ID-PW, such act shall be deemed to be an act of Registrant, and Registrant shall compensate for damages caused to the Institute by such use. However, this shall not apply if the unauthorized use of the ID-PW of Registrant occurs due to a reason attributable to the Institute.

Article 9: Rights to Data, etc.

1. Rights to use and manage the DATA that are provided through MatNavi and the Service are held by the Institute. Copyrights to MatNavi, all web pages on the Site and the relevant systems in general are also held by the Institute.
2. The Institute shall license Registrants to use the DATA only for use by themselves for the purpose of education, or research and development or product development and the manufacture of products so developed, and review pertaining to the foregoing.
3. When Registrant publishes any deliverables of research and development or product development using the DATA, Registrant shall display the names of the Institute and the Service as the source of data. However, this shall not apply when the Institute has approved omission of such display.
4. If Registrants have any questions about the Institute's rights relevant to use or exploitation of the DATA, Registrants' obligation to display the source, etc., please contact [the user consultation service \(mits@nims.go.jp\)](mailto:mits@nims.go.jp).

Article 10: Prohibited Acts

Registrants shall not commit any of the following acts.

- (1) All acts of using the DATA other than use licensed under paragraph 2 of the preceding Article (including copying, translation, adaption, derivative use, transmission, uploading, distribution, assignment, lending, licensing or merchandising other than use licensed under paragraph 2 of the preceding Article);
- (2) Act of selling or distributing the DATA or Processed DATA through publication, download sales or by other means. However, publication of deliverables of research and development or product development using the DATA shall be excluded;
- (3) Act of reprinting the DATA or Processed DATA in documents, websites, etc. However, the publication of deliverables of research and development or product development using the DATA shall be excluded;
- (4) Use of the Service in violation of these Terms;
- (5) Web scraping (meaning automatic extraction of data from web pages by using a program);
- (6) Resales of the Service, provision or sublicensing of use of the Service to a third party;
- (7) All acts of making the functions of the Service available to any person other than Registrants;
- (8) Disclosure, provision or sublicensing use of the ID-PW to a third party and other acts in connection with the ID-PW, except for those licensed under these Terms;

(9) Act of attempting an unauthorized access to the system of the Institute or Service, and the act of sending a virus or otherwise disrupting the server or network;

(10) Act that may interfere with the operation of services by the Institute;

(11) Act of impersonating another Registrant;

(12) Act of offering benefits directly or indirectly to an anti-social force in connection with the services of the Institute;

(13) Any other acts deemed inappropriate by the Institute.

#### Article 11: No Transfer of Rights

Registrants shall not transfer to others the whole or any part of the rights or obligations they have as Registrant of the Service.

#### Article 12: Handling of Registrant Information

1. The accessing device's IP address, content of requests, use time, usage environment, response results given to and other such data of Registrants are automatically collected in connection with the Service. Before using MatNavi and the Service, Registrants shall agree that the access logs so collected will be used as information for making a decision as for responses to inquiries by Registrants, system maintenance, analysis of usage conditions, improvement in convenience of services, etc. The Institute will not use such access logs for any purpose other than the above-described purposes.

2. In addition to the provision of the preceding paragraph, the site policy and the privacy policy shall apply to the protection of the information and privacy of Registrants in connection with use of MatNavi and the Service.

3. Registrants agree that the Institute may disclose the information described in the preceding two paragraphs to third parties in the following cases.

(1) When the person related to the information agrees to the disclosure;

(2) When the Institute is required by laws or regulations to disclose such information.

#### Article 13: Disclaimer

1. If a dispute with a third party arises out of use of MatNavi and the Service, Registrant shall settle the dispute at its own responsibility and cost, and the Institute shall assume no liability for such dispute.

2. The DATA provided through MatNavi and the Service may be subject to additions, amendments or deletions without notice. The Institute shall assume no liability for any damages caused by amendments, additions, deletions, etc., of the content of the DATA.

3. The Institute shall assume no legal liability for the DATA provided through MatNavi and the

Service, nor shall the Institute provide any warranty as for the quality of the DATA, including, without limitation, the integrity or accuracy of information. The Institute shall therefore assume no liability for any damage caused as a result of development or other acts conducted by using the DATA.

4. The Institute shall not be concerned with, or assume liability for, the content of websites that are provided by other organizations and linked from MatNavi and the Service.

5. The Institute shall assume no obligation or liability for any of the following items:

(1) The DATA satisfy the requirements of Registrants; or

(2) MatNavi and the Service are operated and available at all times, and that failure or trouble is not caused in providing the DATA contained therein.

6. Since the Service is provided free of charge, the Institute shall not assume warranty liability, default liability, tort liability or any other legal liability with respect to MatNavi or the Service, irrespective of whether there is willfulness or negligence.

#### Article 14: Service Change, etc.

1. The Institute may change, suspend or discontinue the whole or any part of MatNavi and the Service at any time without giving prior notice to Registrants when the Institute deems such change, suspension or discontinuance to be necessary (including all cases where the Institute deems such change, suspension or discontinuance to be necessary for any operational or technical reason, including, without limitation, cases where system maintenance is conducted and where a power failure or other event makes the provision of services impossible), and Registrants shall consent thereto.

2. The Institute may discontinue the provision of MatNavi and the Service by giving one (1) month prior notice to Registrants. The notice shall be deemed to have been agreed by all Registrants after it has been posted on the Site for one (1) month.

3. When the Institute changes, suspends, discontinues or interrupts MatNavi and the Service pursuant to the provision of paragraph 1 above, the Institute shall assume no liability for Registrants, and Registrants shall consent thereto. The same shall apply to the case where the Institute terminates the provision of the Service pursuant to the preceding paragraph.

4. When the Institute terminates the provision of the Service, the Institute shall assume no liability for such termination, and Registrants shall consent thereto.

#### Article 15: Cancellation of Use Agreement

1. If the Institute judges that one of the following events exists in relation to Registrant, the Institute may immediately cancel the Use Agreement of the Service and suspend the use of the Service by Registrant without giving prior notice to, or obtaining prior consent of,

Registrant.

(1) If one of the events described in the items of paragraph 2 of Article 4 above exists or is likely to exist in relation to Registrant;

(2) If Registrant has caused or allowed a person other than Registrant to use the Service;

(3) If Registrant has committed or may have committed an act in violation of paragraph 2 of Article 9 or Article 10 above, including use of the Service for any purpose other than education or research and development;

(4) If Registrant has spread false information relating to MatNavi and the Service or otherwise interfered with the operation or damaged the credibility of the Institute;

(5) If Registrant has violated or may have violated these Terms;

(6) If the Institute has otherwise deemed it inappropriate to provide the Service to Registrant.

2. If the Institute cancels the Use Agreement pursuant to the preceding paragraph, the Institute shall not assume any liability for damages caused to Registrant or third parties due to such cancellation, and Registrants shall consent thereto.

#### Article 16: Effect after Termination of Agreement

1. When the Use Agreement terminates due to cancellation, cancellation pursuant to the preceding Article, etc., Registrant shall lose the rights to use the Service and shall not use the Service thereafter. Upon request of the Institute, Registrant shall submit a written acknowledgement to provide assurance on compliance with the same.

2. Even after the termination of Use Agreement, these Terms shall remain in force with respect to matters arising in connection with use of the Service.

#### Article 17: Miscellaneous

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

2. All disputes arising in connection with these Terms, Service Use Agreement, MatNavi and the Service shall be referred to the Tokyo District Court as the court of first instance having exclusive jurisdiction.

3. Notwithstanding the preceding paragraph, when the address of Registrant exists outside Japan, disputes arising in connection with these Terms and/or the Use Agreement between Registrant and the Institute shall be settled only by arbitration by the Japan Commercial Arbitration Association in Tokyo, Japan in accordance with its Arbitration Rules. The arbitral award shall be final and binding upon both Registrant and the Institute. The arbitration expenses (including fees of attorneys and lawyers) shall be borne by the losing party unless

otherwise specified in the arbitral award.

4. The failure at any time of either Party to enforce or require strict compliance with any provision of the Use Agreement and/or these Terms shall in no way be construed as a waiver of such provision nor in any way be construed to affect the right of such Party to thereafter enforce that or any other provision .

5. The Japanese version of the Use Agreement and these Terms shall be the official version. In the event of any conflict between the provisions of the Japanese version and the English language translation thereof, the provisions of the Japanese version shall prevail.

#### Supplementary Provision

These Terms shall come into force as from April 1, 2018, and applied starting from April 1, 2018.