

# Rules for using "NICHIGAI/WEB service"

Nichigai Associates, Inc. (hereinafter referred to as "NICHIGAI") provides the database service, "NICHIGAI/WEB service", on the Internet which operates according to the following rules of use:

## [NICHIGAI / WEB service]

\* "NICHIGAI / WEB service" (hereinafter referred to as "the service") refers to the Internet database service provided by NICHIGAI.

\* NICHIGAI provides five types of services; "individual license", "corporate license", "site license", "multi-site license" and "free-access license (regardless of the physical location of members)". With regard to use for educational training, read the rules for using "orientation ID". The rules of "public library license" apply to the public library separately.

\* There are two ways of using the service; authentication method via ID and password and IP address authentication method. Only corporations can use the IP address authentication method, which is defined separately.

## [Scope and change of the rules]

\* The rules are applied to all relations between NICHIGAI and users of the service.

\* A user refers to a person who has agreed with the details of the rules, has applied to use the service according to the procedure predetermined by NICHIGAI, has been approved to use the service by NICHIGAI, and has completed the registration procedure.

\* NICHIGAI reserves the right to change the rules and instructions without prior notification.

## [License agreement]

\* License agreement for the service is established by filling in the "Application form for using NICHIGAI/WEB service", submitting it to NICHIGAI or NICHIGAI-approved sales agencies (hereinafter referred to as "agencies") and receiving a user's ID and password (or its equivalent) from NICHIGAI or one of its agencies.

\* The term of license is one year for any of individual license, corporate license, site license, multi-site license or free-access license (regardless of the physical location of members). It is updated automatically on and after the second year.

## [Licensing]

\* Users are licensed to use the service in accordance with the above agreement.

\* As for individual licenses, only the person who is licensed can use the service.

\* As for corporate licenses, anyone who belongs to the corporation can use the service. However, use is limited to connection via one terminal, to be designated at the time of application (the IP address of the terminal is to be specified).

\* As for site licenses, anyone who belongs to the licensed corporation can use the service, and any terminals owned by the corporation which are located within a 10 kilo meter radius of the address of the applicant can freely connect to the service within the maximum number of simultaneous access to be designated at the time of application.

\* As for multi-site licenses, they apply to the corporation which are located at a radius of 11 kilo meter or further of the address of the applicant. Anyone who belongs to the licensed corporation can use the service, and any terminals owned by the corporation can freely connect to the service within the maximum number of simultaneous access to be designated at the time of application. There is no limit on distance among multiple sites, however they must be located in the same country.

\* As for free-access license (regardless of the physical location of members), they apply to the educational institutions such as university, college, and various kinds of schools. The terminals are permitted to connect the service anywhere, so long as they belong to the licensed institution or the person who belongs to the institution. It is possible to get on-campus or off-campus access to the service via multiple terminals, within the maximum number of simultaneous access to be designated at the time of application. The basic licensing agreement is intended to issue three IDs.

## [Proving the service]

\* The service can be used only by connecting to the Internet. The operating hours are outlined separately.

\* NICHIGAI will license the user to use the service, issue a user ID and the like (IP group name), and begin the service after the user has completed the registration procedure.

\* The details of the service are released and notified separately by NICHIGAI.

\* NICHIGAI reserves the right to add or change the details of the service without prior notification.

\* NICHIGAI may suspend the service for an undefined period without prior notification, for the purpose of equipment maintenance, or due to unforeseen events.

## [Refusal to grant licenses]

\* NICHIGAI may refuse to license any applicants to whom the following terms apply. Furthermore, NICHIGAI reserves the right to cancel the license even after the applicant has been licensed.

Terms for Refusal:

1. It turned out that use of the service by the applicant was cancelled in the past due to violation of the rules.
2. It turned out that there were false statements, serious errors, or omissions in the details given in the application form.
3. It turned out that the credit card specified by an applicant was suspended from use by a credit card company.
4. It turned out that a user neglected to pay the charge for use of the service.
5. Setting of IP address authentication is different from the licensed one.
6. Other acts by a user which are judged to be improper by NICHIGAI.

## [Management of user ID and password]

\* A user must properly manage a user ID and the like (IP group name) issued by NICHIGAI.

\* The user ID issued to the user by NICHIGAI can be used only by the user and cannot be transferred, rented, or disclosed to a third party.

\* The user must be responsible in protecting both the password issued by NICHIGAI, and the password set by the user, and be responsible for all damage caused by insufficient management or invalid use of the password by a third party.

\* The user must notify NICHIGAI of any invalid use of the password by a third party to NICHIGAI, as soon as it is discovered.

\* In the case that the user loses the user ID or password, all expenses incurred through reissuing this information must be paid by the user.

## [Prohibited acts]

\* The following acts are prohibited in the service.

1. Letting a third party use the user's ID and password.
2. Improperly using another user's ID and password.
3. Acts which cause inconvenience or disadvantage to other users or third parties, acts which may cause trouble to the service, and other acts which are judged to be improper by NICHIGAI.
4. Leaking private information which is obtained by using the service and causing disadvantage to NICHIGAI or a third party.
5. Infringing a copyright or other rights of NICHIGAI or third parties.
6. Slandering or interfering with NICHIGAI or third parties.
7. Other illegal acts.

## [Charge for the service]

A user must pay the charges for using the service, specified separately, as per the method designated by NICHIGAI or its agencies.

The following measures are taken when payment of the charge is in arrears.

1. Payment by a credit card

When a credit card company notifies NICHIGAI that the user's card is void and it is confirmed that payment by the credit card is impossible, NICHIGAI suspends use of the service by the user and confirms a new payment method with the user. When payment by the new method can be confirmed by a specified date, suspension of use is lifted. Should payment fail to be confirmed by the specified date, NICHIGAI will treat the service as cancelled.

2. Payment by transfer from a bank account

When payment by transfer from a specified bank account is confirmed to be impossible, NICHIGAI suspends use of the service by the user. When payment by a new method can be confirmed by a

specified date, suspension of use is lifted. Should payment fail to be confirmed by the specified date, NICHIGAI will treat the service as cancelled.

\* NICHIGAI may revise or partially change charges without users' approval. Users must pay the revised or changed charges according to the predetermined procedure. However, in case of revision of the charges, NICHIGAI will notify users of it by the appropriate method.

\* Users must pay all expenses incurred in installation of computers and communication equipment to be used, the telephone bill required for using the service, and the charge and sign-up fee for Internet service providers.

\* Charges and fees paid by users to NICHIGAI for use of the service cannot be refunded, under any circumstances.

\* Users must pay the telephone bill and charges incurred in the provision of instructions of use provided by NICHIGAI to users.

#### **[Payment of charges]**

\* The annual charge for the individual license must be paid in one lump sum by the end of the month that the agreement is established, or, as a general rule, by the end of the month that the license is updated.

\* The charge for the individual license is to be paid only by a credit card owned by the individual. No charge is paid back even if the license is cancelled in the middle of the term.

\* In the case of individual licenses, no bill or receipt to the organization to which the individual belongs is issued.

\* The annual charge for the corporate license, site license, multi-site license and free-access license (regardless of the physical location of members) must be paid in one lump sum by the end of the month that the agreement is established or the license is updated. No charge is paid back even if the license is cancelled in the middle of the term.

\* The charge for corporate licenses, site licenses, multi-site licenses and free-access licenses (regardless of the physical location of members) must be paid either by deposit into the specified bank account, transfer from a postal account, or transfer from a bank account approved by NICHIGAI or the agency utilized by the user.

\* Payment of the balance is demanded when the number of ID and access are added or when the license is changed during the term of the agreement.

\* The charge for each license must be paid according to the rules defined by the credit card company, a receiving agency, and a financial institution. These include service conditions, payment conditions, and the setting of a ceiling, if there are any such rules. When a dispute arises between the user and a credit card company, a receiving agency, and a financial institution, it must be settled by the parties concerned and, NICHIGAI will not be held responsible for such circumstances.

\* NICHIGAI approves change of the license during the licensed term only in the following cases:

1. Change from a corporate license to a site license or multi-site license or a free-access licenses (regardless of the physical location of members).
2. Change from a site license to a multi-site license or a free-access licenses (regardless of the physical location of members).

#### **[Maintenance of the service]**

\* Users must agree to the following terms in order to enjoy continued use the service:

\* In the interests of ongoing service provision, NICHIGAI may suspend operation of the service and conduct maintenance and inspection, without notice to users, at any time.

\* NICHIGAI will not be held responsible for delay or suspension of the service in the above circumstances, or in the case of unavoidable events such as unpredictable accidents.

#### **[Escape clause of NICHIGAI]**

NICHIGAI will not be held responsible for any damages to users caused by using the service or by not being able to use the service.

\* NICHIGAI will never guarantee operation of any equipment or software operated by users.

#### **[Cancellation]**

\* A user who wishes to cancel the license must notify NICHIGAI or its agencies of this intention within one month prior to expiration of license, according to the predetermined procedure. The user who

notifies of cancellation will lose his or her user ID and the like (IP group name) on the day specified by NICHIGAI.

\* Annual charges and other fees already paid by the user notifying of cancellation will not be refunded.

[Cancellation of the service license by NICHIGAI]

\* When any one of the following items applies to a user, NICHIGAI may withdraw his or her user ID and the like (IP group name), and cancel the service immediately.

1. A user materially violates any articles of the rules or any instructions by NICHIGAI and this violation is not corrected within 30 (thirty) days of the customer receiving written notice from Nichigai that a violation has occurred.

2. A user becomes unable to pay the charge or files for bankruptcy, composition, arrangement, or corporation reorganization.

3. A user is in arrears in payment of the charge or related fees, or refuses to pay.

#### **[Scope of using the service]**

\* Use of the service is limited to the private purposes of users.

\* Data, copies of data, and data which can restore it cannot be sold, rented, issued, or distributed to any third parties without the written approval of NICHIGAI.

#### **[Ownership of rights]**

Data copyright belongs to both NICHIGAI and the copyright holder of each file.

#### **[Escape clause of the service]**

NICHIGAI will not be held responsible for any damages to a user caused by data obtained through the service.

[Terms of using the service]

\* For any file, the term of use is one year starting from commencement of use, and the same is applied on and after the second year (except for the orientation ID).

#### **[Cancellation of agreement]**

When a user violates the articles defined in the rules, NICHIGAI may cancel the agreement after giving notice and recommendation. and this violation is not corrected within 30 (thirty) days of the customers receiving written notice from Nichigai that a violation has occurred.

#### **[Others]**

\* A user must notify NICHIGAI of changes in his or her name, address, credit card expiration date, designated bank account, and other details registered at the time of application promptly, in accordance with the predetermined procedure.

\* A user must notify NICHIGAI of succession or change of the position of the user in accordance with the predetermined procedure.

\* In the event of the death of a user, the agreement must be cancelled by one of the user's successors, in accordance with the predetermined procedure. Alternatively, user's rights which are inherited following the death of a user are lost at the time when any one of the user's successors receives a cancellation notice from NICHIGAI.

\* NICHIGAI and users can make contact with each other only by the method determined by NICHIGAI.

\* When a problem arises which cannot be resolved according to the rules, instructions, descriptions in manuals or instructions by NICHIGAI, regarding use of the service, NICHIGAI and the user must discuss the matter seriously and resolve the problem.

\* A user must promptly notify NICHIGAI of changes in details on the application form.

\* A user may consult with NICHIGAI as to the use of search agencies.

#### **[Penalty clause]**

When use outside the scope defined in this agreement is disclosed, and continues more than 30 (thirty) days after the user has received written notice from NICHIGAI that such use has occurred, NICHIGAI may claim penalties from the user.

Supplementary provision: The rules are applied to all users as of July 1, 1999. The details of the data provided by the service are described separately. They are partly revised on August 1 2004. Unauthorized change prohibited.