

Refacolle <Nichigai Reference Collection> - Terms of Use

Nichigai Associates, Inc. ("Company") provides the Refacolle Nichigai Reference Collection database service on the Internet in accordance with these Refacolle Nichigai Reference Collection Terms of Use ("Terms").

1. Refacolle Nichigai Reference Collection

Refacolle Nichigai Reference Collection ("Service") refers to the database service provided by the Company on the Internet.

Two usage methods are available: An ID and password authentication method, applied to individuals, and an IP address authentication method, applied to corporations. However, as an exception in case of a special reason, the ID and password authentication method may be applied also to corporations.

2. Scope of Terms; changes of Terms

The Terms apply to the entire relationship between the Company and a user when using the Service.

A user is a person who upon acceptance of the provisions of the Terms has in accordance with the prescribed procedure of the Company applied for the use of the Service and upon the Company's approval of the use of the Service has completed the registration procedure.

The Company shall be able to change the Terms and procedures without prior notice to a user.

3. Usage contract

A usage contract for the service shall become established when an applicant has completed the prescribed usage application form by entering the required information, filed the application with the Company or a sales agent engaged by the Company ("Agency"), and received delivery of a user ID and password (or an equivalent) from the Company or Agency.

4. Usage period

The usage period for each file is one year from the start date of usage. The same applies to a continuation of usage thereafter.

5. License

Usage of the Service is permitted in accordance with the contract hereunder. Charge settings vary depending on the usage pattern.

1) Individual license

The Service can be used only by an individual who has concluded a contract.

2) Basic license (corporate only)

The Service can be used by any person belonging to a corporation which has concluded a contract. Three ID holders can access the Service at the same time. ID holders in a shared range are not subject to a distance limit but must be located in the same country.

3) Additional license (corporate only)

Each addition of one unit of two IDs for simultaneous access commands an additional predetermined charge.

4) Off-campus usage (corporate only, prior notification required)

If a contract for five or more IDs for simultaneous access is concluded by an

educational institution such as a university, junior college, or other type of school, subject to prior notification, access from a terminal located outside the institution by an individual belonging to the institution under the contract is permitted free of charge. However, this provision shall not be applicable to off-site usage at a public library.

Universities and junior colleges that have a librarian training course including a communication system are permitted access from off-campus locations free of charge under a basic license contract for three simultaneous access IDs (prior notification required).

5) Public library usage

Shared usage within the same municipality (central library and branch libraries, etc.) is permitted. However, shared usage between different municipalities is not possible. Search result output per search is permitted up to twenty A4 size sheets and distribution to a user. The distribution fee setting is left to the discretion of the library under the contract.

6. Provision of the Service

The Service can only be used with an internet connection.

After the Company has completed the registration procedure of a user, the Company grants a user the right to use the Service and thereupon provides the Service.

Concerning the content of the Service there will be a separate announcement and contact from the Company.

The Company shall be able to supplement and modify the content of the Service without prior notice to a user.

The Company shall be able to suspend the Service for a certain period of time without prior notice to a user due to equipment maintenance or unforeseen circumstances.

7. Denial of approval

If a person who has filed an application to use the Service meets any of the following conditions, the Company may deny approval. Moreover, the Company may revoke a granted approval at a later time.

- If it is found that previously a contract was cancelled on grounds of a breach of the Terms, etc.
- If false information or a serious error or omission is found in the application details.
- If it is found that a credit card specified by an applicant has been suspended from use by a credit card company.
- If it is found that a usage fee has not been paid.
- If the IP address authentication setting differs from the content of the contract.
- If other action of a user is found inappropriate by the Company.

8. User ID and password management

A user shall properly manage a user ID, etc., issued by the Company.

A user ID can be used only by the user to whom it was issued by the Company and must not be transferred, loaned, or disclosed to a third party.

A user shall be responsible for managing a password issued by the Company

and a password set by a user. A user shall be liable for any and all damages caused by a user's insufficient management of a password or the unauthorized password use, etc., by a third party.

If a user finds that a third party has made unauthorized use of the user's password, the user shall immediately notify the Company of the matter.

A lost or forgotten user ID and password will be re-issued by the Company for a charge in the amount of the actual cost of re-issuance.

9. Prohibited actions

The following actions are not permitted in connection with the Service.

- To allow a third party to use a user ID and password of a user.
- To make unauthorized use of another user's user ID and password.
- To engage in action that causes inconvenience or disadvantage to another user or a third party, or may interfere with the Service, or is otherwise deemed inappropriate by the Company.
- To divulge non-public information learned in connection with the usage of the Service that is disadvantageous to the Company or a third party.
- To infringe upon a copyright or other right of the Company or a third party.
- To engage with respect to the Company or a third party in slander, libel, or obstruction of operations.
- To engage in other action contravening laws and regulations.

10. Usage fee

The usage fee for the Service shall be based on the separately determined price list, and shall be paid by the method specified by the Company or Agency.

- The Company shall be able to revise or partially change the usage fee without the consent of a user. A user shall pay the stipulated amount of the revised or changed usage fee in accordance with the prescribed procedure. However, in the case of a usage fee revision the Company shall notify a user in advance by appropriate means.
- The Company shall not for any reason be required to refund any payment such as a usage fee, etc., paid by a user to the Company in connection with the Service.
- A user shall be responsible for the cost of installation, etc., of the computer and communication equipment used by a user, the telephone charge required for using the Service, and the usage charge and application charge, etc., of an Internet service provider, etc.

11. Usage fee payment

The usage fee for an individual license is payable in a lump sum for one year by the end of the contract start month or contract renewal month. A usage fee is not refundable in case of a contract cancellation during a contract period.

Payment for a individual license is limited to payment by credit card in the name of the individual license holder. As a general rule, the Company will not issue an invoice or receipt to an affiliated institution.

The usage fee for a basic license and any additional license is payable in a lump sum for one year at the end of the contract start month or contract renewal month. A usage fee is not refundable in case of a contract cancellation during a contract period.

Payment for a basic license and any additional license shall be made either by bank remittance, postal transfer, or payment by account transfer approved by the Company or Agency for each user.

For the number of simultaneous access IDs added or contract files changed during a contract year the balance amount will be charged.

With each license payment a user shall observe any regulations that a credit card company, collection agency, or financial institution, etc., may have established, such as separate usage conditions, payment conditions, and usage limit settings, etc. If a dispute arises between a user and a credit card company, collection agency, or financial institution, etc., the parties involved shall resolve the dispute between them without any liability to the Company.

Failure to pay a usage fee when due will be treated as follows.

- In the case of a individual license, if a credit card company notifies the Company that a user's credit card is invalid and it is established that payment by credit card is not possible, the Company will temporarily suspend Service usage by the user and have the user establish an alternative payment method. If receipt of payment by the new payment method is confirmed by a specified date, the usage suspension will be lifted. If receipt of payment cannot be confirmed by a specified date, the matter will be treated as a contract cancellation.
- In the case of a basic license and any additional license, if receipt of payment by the prescribed procedure is not confirmed by the payment due date of a usage fee, the Company will temporarily suspend Service usage by the user. The usage suspension will be lifted when receipt of payment has been confirmed. If receipt of payment cannot be confirmed by a specified payment deadline, the matter will be treated as a contract cancellation.

12. Service maintenance

To ensure Service usage in good working order at all times, the following matters should be noted.

To maintain the Service in good working order, the Company shall be able to suspend the operation of the Service and perform maintenance and inspection without prior notice to a user.

The Company shall not be liable for any delay or interruption in the provision of the Service due to unavoidable reasons including the reasons stated above and unexpected events.

13. Disclaimer

The Company shall not be liable for any damages sustained by a user due to the usage of the Service or the inability to use the Service.

The Company offers no warranty for the operation of any device or software used by a user.

14. Cancellation

A user who wishes to cancel a user's contract shall notify the Company or Agency in accordance with the prescribed procedure at least one month before the contract expiration date. In this case, the right to access the Service will lapse on the day specified by the Company.

An annual usage fee, etc., already paid by a user wishing to cancel the user's contract will not be repaid.

15. Cancellation for cause

If a user meets any of the following descriptions, the Company shall be able to withdraw the user ID, etc., of the user and immediately cancel the contract for the Service.

- If a user has breached a provision of the Terms or instructions by the Company.
- If a user has entered a state of insolvency or was served notice of petition for the initiation of proceedings of bankruptcy, civil rehabilitation, company liquidation, or company reorganization.
- If a user has failed to perform by the due date a payment obligation such as a usage fee or has refused payment.

16. Service usage scope

The Service shall be limited to the private use of a user.

A user shall not with respect to a third party trade, rent, publish, or distribute data, data reproductions, or restorable data of the Service without the written permission of the Company.

17. Attribution of rights

Rights under the Copyright Act concerning data belong to the Company and the copyright holders of individual files.

18. Disclaimer concerning usage

The Company is not liable for any damage sustained by a user due to data obtained through the Service.

19. Handling of personal information

With respect to the collection of personal information of users related to the usage of the Service (information enabling the personal identification of an individual or information characteristic of an individual, including name, address, telephone number, and e-mail address, etc.) and the handling of such collected personal information, the Company observes the stipulations of the Act on the Protection of Personal Information and the Personal Information Protection Policy (Privacy Policy) of the Company.

20. Other provisions

A user shall in accordance with the prescribed procedure promptly contact the Company in case of a users' change of name, address, credit card expiration date, transaction bank account, or other user registration details.

A user shall in accordance with the prescribed procedure apply with the Company in case of a succession to or change in the status of a user.

In case of the death of a user, one universal successor shall perform the prescribed contract cancellation procedure, or else the status as a user subject to succession shall lapse upon receipt of the Company's cancellation notice by one comprehensive successor.

The method of contact between the Company and a user shall be limited to the method specified by the Company.

If an issue regarding the usage of the Service arises that cannot be resolved by application of the Terms, written guidance, manuals, or instructions from the Company, the matter shall be resolved through consultations to be held in good faith between the Company and a user.

Concerning the usage of a search agent company, please consult separately with the Company.

In case litigation becomes necessary, the Tokyo District Court shall be the exclusive court of jurisdiction in the first instance.

21. Penalty

A user may be charged a penalty by the Company if a user's usage of the Service is found to be outside the scope specified in this contract.

End of provisions

Supplementary Provision: These Terms will be applied to all users from June 1, 2020.

Prepared: June 1, 2020

Nichigai Associates, Inc.