

Terms and Conditions for Viewing GRANTS Data System

This Terms and Conditions (hereinafter referred to as the “Terms”) is a “GRANTS Data Repository” web service (the “Service”) operated by Japan Science and Technology Agency (“JST”) to prescribe the matters to be complied for users who view the Service (the “Viewer”).

Article 1. Purpose

- 1.1 The Service provides an appropriate place to store and release research data for researchers who need a repository of research data required to be publicly available. The purpose of the Service is to promote the release and utilization of research data, thereby contributing to the promotion and development of science and technology.
- 1.2 All Viewers who view the Service shall use the information provided by the Service, including without limitation, research data regarding the public research funding (the “Information”) in accordance with the Terms.

Article 2. Application

- 2.1 The Terms shall apply to all activities regarding the use of the Service by the Viewer and all relationships between the Viewer and JST. By using the Service, the Viewer is deemed to agree to the Terms.
- 2.2 “GRANTS Data Privacy Policy,” which is separately stipulated by JST, shall apply to the handling of personal information of the Viewer.
- 2.3 If another service is linked to the Service, the use of the linked service is not subject to the Terms. In this case, the Viewer shall follow the terms and conditions of the other service.

Article 3. Intellectual Property Rights

- 3.1 All intellectual property rights and all other rights regarding programs, software, databases, names, trademarks, trade names, logos, or domain names of the Service shall belong to JST or a third party.
- 3.2 The rights to the Information may belong not only to (i) the person who registered the Information in the Service, but also to (ii) the researchers involved in the creation of the research data contained in the Information or to (iii) the research institution to which the researchers belong ((i) to (iii) are hereinafter collectively referred to as the “Information Providers”).
- 3.3 The license terms for using the Information, such as Creative Commons License, are stipulated for each data (its meta data) in the repository of the Service. The Viewer shall handle the individual data in accordance with such license terms and shall not reproduce, modify, edit,

distribute, or otherwise use the data beyond the scope of the license terms. For more information about the Creative Commons License, please refer to the Creative Commons Japan website (<https://creativecommons.jp/licenses/>).

- 3.4 The use of the Service by the Viewer does not transfer or assign to the Viewer all or part of any rights of JST, Information Providers, and other third parties.

Article 4. Prohibitions

JST prohibits any and all of the following actions by a Viewer in connection with the Service:

- (1) Any act that violates any provision of the Terms;
- (2) Any act that violates or may violate laws and regulations or public order and morality;
- (3) Any act that infringes or may infringe on the intellectual property rights, privacy or any other rights of others (including JST);
- (4) Any act that slanders, libels, or defames the reputation or credibility of others, or any act that may cause them;
- (5) Any act that threaten others or obstruct their business, or cause or may cause annoyance or disadvantage to others;
- (6) Use of the Service for any purpose that deviates from the purpose of the Service as set forth in the Terms;
- (7) Any act that uses the Information obtained through the Service for the purpose of solicitation based on commercial, political, or religious activities of the Viewer or others, such as its advertisement or promotion of the products or services.
- (8) Reverse engineering, disassembling, decompiling, or extracting or attempting to extract the source code of related systems or programs of the Service;
- (9) Unauthorized access, attempts to gain unauthorized access, acts that place an excessive burden on the Service, or acts that transmit or attempt to transmit files infected with viruses, etc.;
- (10) Downloading or attempting to download a large amount of information posted on the Service by mechanical or similar means;
- (11) Any act that may be regarded as attacks on the server, system, or security of the Service, such as the use of computer viruses or harmful programs, including acts that may induce such attacks;
- (12) Any act that may interfere with the Service or other business operations of JST; or
- (13) Any other act that JST reasonably determines to be inappropriate.

Article 5. Access Restrictions

When JST determines that a Viewer violates any provision of the Terms, JST may suspend or restrict the use of the Service by the Viewer or take any other measures as appropriate, without any liability to

the Viewer.

Article 6. No Warranties

- 6.1 JST makes no warranties, express or implied, regarding the truthfulness, accuracy, suitability, usefulness, timeliness, or any other aspect of the information provided on an “as is” basis through the Service.
- 6.2 The Viewer acknowledges that the information provided through the Service is research data which may lack reproducibility, truthfulness, accuracy, suitability, or usefulness due to unforeseen factors or events.
- 6.3 JST makes no warranties, express or implied, regarding the continuity, stability, or security of the Service, including without limitation, no malfunction, error, or failure of the system of the Service.

Article 7. Disclaimer

- 7.1 The Viewer shall use the Service entirely at its own risk and discretion.
- 7.2 JST shall not be liable for any damage or other disadvantage incurred by the Viewer arising from or in connection with any of the following items:
 - (1) Suspension, discontinuation, change or termination of the Service;
 - (2) Malfunctions, errors, or failures regarding the system and network communications of the Service; or
 - (3) Unauthorized access to, destruction or falsification of the system of the Service.
- 7.3 Although the search results of the Service include links to external sites, JST shall not be involved in or liable for any trouble, loss, or damage incurred by the Viewer on these external sites.
- 7.4 If a Viewer has a dispute with a third party regarding the use of the Service, the Viewer shall resolve the dispute at its expense and responsibility, and JST shall not be involved in the dispute or liable for any loss or damage.
- 7.5 The Viewer shall maintain the communication and other environment for the use of the Service at its own cost and responsibility, and JST shall not be involved in or responsible for such environment.
- 7.6 If a Viewer is a consumer under the Consumer Contract Act, the extent of damages to be compensated by JST for damages incurred by the Viewer due to JST’s default or tortious act committed in the performance of JST’s obligations shall be limited to direct and ordinary damages actually incurred by the Viewer, except in cases of JST’s intentional or gross negligence.

Article 8. Damages

If a Viewer causes damage to JST with respect to the use of the Service, JST may claim damages against the Viewer.

Article 9. Suspension or Discontinuation of Service

JST may suspend or discontinue operation of all or part of the Service upon prior notice to the Viewer when JST deems it necessary for maintenance or repair of the Service or for any other reason. However, in case of emergency, JST may suspend or discontinue the operation of the Service without prior notice.

Article 10. Change or Termination of Service

- 10.1 JST may change the contents of the Service with prior notice to the Viewer. If it is necessary to change the Terms in accordance with changes in the contents of the Service, the Terms shall be changed in accordance with the procedures stipulated in Article 13.
- 10.2 JST may terminate the Service with prior notice to the Viewer. However, in case of unavoidable and urgent necessity, JST may terminate the Service without prior notice, and make an appropriate notice thereafter.

Article 11. Exclusion of Anti-Social Forces

- 11.1 The Viewer represents and warrants that it has not fallen and shall not fall under any of the followings: an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a company affiliated with an organized crime group, a corporate racketeer, a member of a group engaging in criminal activities under the pretext of conducting social campaigns, a member of a crime group specialized in intellectual crimes, or any other group that may encourage illegal activities on a collective or habitual basis, a member of such group, or a person deemed to be equivalent thereto (collectively referred to as the “Anti-Social Forces”).
- 11.2 The Viewer represents and warrants that it has not fallen and shall not fall under any of the followings:
 - (1) A person having relationships with Anti-Social Forces that are recognized as controlling its own business or management;
 - (2) A person having relationships with Anti-Social Forces that is recognized to be substantially involved in its own business or management;
 - (3) A person that is recognized to have used Anti-Social Forces for the purpose of seeking unjust profits for itself or a third party, or for the purpose of inflicting damage on a third party;
 - (4) A person that is recognized to be involved in providing funds or benefits to Anti-

- Social Forces; or
- (5) Its officers or persons substantially involved in the management of the Viewer are deemed to have a socially reprehensible relationship with Anti-Social Forces.

Article 12. Language

The original of the Terms is Japanese version. The Terms may be translated into languages other than Japanese for the convenience of the Viewer. In the event of any inconsistency between the Japanese version and the translated version, the Japanese version shall prevail.

Article 13. Change to Terms

- 13.1 When JST reasonably deems it necessary, JST may change the Terms, specifying an effective date.
- 13.2 In the case of Article 13.1, JST makes the revised Terms known to the Viewer by publicizing the revised Terms on the Service or by any other method as appropriate.
- 13.3 If a Viewer does not agree to any change to the Terms, such Viewer may terminate use of the Service, but if the Viewer uses the Service after the effective date of such changes, the Viewer will be deemed to agree to the revised Terms.

Article 14. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any dispute between the Viewer and JST regarding the Service.