

Comparative table of the current and amended provisions of
National Institute for Materials Science AtomWork-Adv Service Terms of Use

After amendment	Current
<p>AtomWork-Adv 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 the Inorganic Material Database “AtomWork-Adv,” which is provided on a website by National Institute for Materials Science (hereinafter referred to as “Institute”), for advanced use of a database which is managed and operated by the Institute.</p> <p>Contractors (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, Contractors are deemed to have agreed to these Terms, the site policy (https://www.nims.go.jp/siteinfo/site-policy.html) and the privacy policy (https://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.</p> <p>Article 1: Definition</p> <p>The following terms as used in these Terms shall have the meaning respectively prescribed in the following items.</p> <p>(1) to (4) [Omission]</p> <p>(5) “ID-PW” <u>ID to manage the DICE account issued to the DICE account registrant under the DICE Account Terms of Use and the password (PW) set by the registrant, including the authentication information used for multi-factor authentication, if set;</u></p> <p>(6) [Omission] (deleted)</p> <p><u>(7) “Single IP Address License” A type of license that allows for use of the Service with ID-PW authentication and IP address authentication, which is a type of license that allows for use of the Service only via the IP address registered through the registration for use of the Service under Article 4 below;</u></p>	<p>AtomWork-Adv 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 the Inorganic Material Database “AtomWork-Adv,” which is provided on a website by National Institute for Materials Science (hereinafter referred to as “Institute”), for advanced use of a database which is managed and operated by the Institute.</p> <p>Contractors (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, Contractors 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.</p> <p>Article 1: Definition</p> <p>The following terms as used in these Terms shall have the meaning respectively prescribed in the following items.</p> <p>(1) to (4) [Omission]</p> <p>(5) “ID-PW” <u>ID issued to each account and the password (PW) set by Contractor.</u> <u>For the avoidance of doubt, one (1) e-mail address registered for use shall be treated as one (1) account;</u></p> <p>(6) [Omission]</p> <p>(7) “IP Address License” A license that allows for use of the Service only from the IP address registered for use when using the Service;</p> <p><u>(8) “Single IP Address License” Out of the IP Address License, the license under which an ID is granted to one (1) e-mail address (one (1) account);</u></p>

<p><u>(8) “Group Manager” A person registered as the manager of the Group License (as defined in the following item), if opted for, at the time of registration for use of the Service;</u></p> <p><u>(9) “Group License” A license under which single licenses for up to ten (10) accounts can be used based on the registration effected by the Group Manager with respect to up to ten (10) DICE accounts to register the DICE account registrants as group members, using the functions available on the group member management page of the Service;</u></p> <p>(deleted)</p> <p>(10) to (12) [Omission]</p> <p>Article 2 [Omission]</p> <p>Article 3: Purpose of Use of Service, License, Functionality, etc. AtomWork-Adv 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 or corporations that use the Service for the purpose of education or research and development.</p> <p>(deleted)</p> <p>(deleted)</p> <p>Article 4: Registration for Use 1. to 3. [Omission] 4. When, with respect to Contractor, <u>the address, name, company or organization name, or other information entered on the form for registration for use of the Service (excluding the e-mail address) has changed</u>, Contractor shall promptly report the change to the Institute by updating the relevant information on the user information registration page of the Site. In the case of <u>the Single IP Address License</u>, when the</p>	<p>(added)</p> <p>(added)</p> <p>(9) “Corporate IP Address License” — Out of the IP Address License, the license which does not involve the granting of IDs or limitations on accounts;</p> <p>(10) to (12) [Omission]</p> <p>Article 2 [Omission]</p> <p>Article 3: Purpose of Use of Service, License, Functionality, etc. + AtomWork-Adv 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 or corporations that use the Service for the purpose of education or research and development.</p> <p>2. The functions that can be used for the Service vary depending on the type of license. The Download Function may be used only under licenses under which IDs are granted (Single License and Single IP Address License).</p> <p>3. In the case of the Corporate IP Address License, corporations only may be Contractor.</p> <p>Article 4: Registration for Use 1. to 3. [Omission] 4. When, with respect to Contractor, <u>the address, name, phone number, e-mail address or other information entered in the form for registration for use of the Service is changed</u>, Contractor shall promptly report the change to the Institute by updating the relevant information on the user information registration page of the Site. In the case of <u>the IP Address License</u>, when the global IP address to use the Service <u>is changed</u>,</p>
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global IP address to use the Service is to be changed, Contractor shall make an application for the change through the user consultation service (atomwork-adv@ml.nims.go.jp) and obtain approval of the Institute.

Article 5: Notification of Completion of Registration

Immediately after the completion of registration for use and confirmation of payment of the service charge for the initial year, the Institute shall notify Contractor of the following matters, which depend on the type of license, by sending an e-mail to the registered e-mail address.

(1) Single License and Single IP Address License: ID-PW and the date of the commencement of use and the date of the expiration of the use period;

(2) Group License: Date of the commencement of use, the date of the expiration of the use period, and the procedures for the management of the Group License (including the method of operating on the group management page).

Article 6 [Omission]

Article 7: DICE Account and Scope of Users

1. Contractors may use, or cause those described in paragraph 2 below (hereinafter referred to as “Users”) to use, the Service with the DICE account.

2. The Users whose use of the Service may be permitted by Contractor shall be those described in the following items, depending on the type of license. If Contractor is a corporation, such Users must be their officers, employees or workers (including dispatched workers) who perform operations on behalf of Contractor under the direction of Contractor.

(1) In the case of the Single License or Single IP Address License:

Individuals who have been registered as the User at the time of the registration for use.

(2) In the case of the Group License:

Contractor shall make an application for the change through the user consultation service (atomwork-adv@ml.nims.go.jp) and obtain approval of the Institute.

Article 5: Notification of ID

Immediately after the completion of registration for use and confirmation of payment of the service charge for the initial year, the Institute shall notify Contractor of the following matters, which depend on the type of license, by sending an e-mail to the registered e-mail address.

(1) Single License and Single IP Address License: ID-PW and the date of the commencement of use and the date of the expiration of the use period;

(2) Corporate IP Address License: Date of the commencement of use and the date of the expiration of the use period.

Article 6 [Omission]

Article 7: ID-PW and Scope of Users

1. Contractors may use, or cause those described in paragraph 2 below (hereinafter referred to as “Users”) to use, the Service, by using the ID-PW in the case of Contractors to whom the Single License or Single IP Address License has been granted, or by using the IP address registered for use in the case of Contractors to whom the Corporate IP Address License has been granted.

2. The Users whose use of the Service may be permitted by Contractor shall be Contractor’s officers, employees and workers (including dispatched workers) who perform operations on behalf of Contractor under the direction of Contractor (hereinafter collectively referred to as “Contractor’s Employees, etc.”). In the case of the Single License and Single IP Address License, such Users shall be Contractor’s Employees, etc., who have been registered as the User at the time of the registration for use.

<p><u>The Group Manager and individuals registered by the Group Manager as group members on the group member management page.</u></p> <p>3. Contractors shall not cause <u>any person not satisfying the requirements of the preceding paragraph or</u> any person other than those described in the preceding paragraph to use the Service, and shall not cause the Service to be used beyond the scope permitted by these Terms.</p> <p>4. Contractor shall cause only those described in paragraph 2 above to use the ID-PW.</p> <p>5. [Omission]</p> <p>Article 8 to 9 [Omission]</p> <p>Article 10: Trial Use</p> <p>1. The person who has completed registration for use pursuant to paragraph 1 of Article 4 above may obtain a temporary access right, free of charge, only for seventy-two (72) hours from the use registration for the purpose of trial use and may thereby use the Service. For the avoidance of doubt, the Download Function shall not be available during the trial use period, irrespective of which type of license has been applied for.</p> <p>2. [Omission]</p> <p>Article 11 [Omission]</p> <p>Article 12: Prohibited Acts</p> <p>Contractors shall not conduct the following acts. Furthermore, Contractors shall take appropriate measures to prevent the Users from conducting the following acts, and if the User conducts any of the following acts, such act shall be deemed to be a violation by Contractor itself of the obligation, and Contractor shall assume liability to the Institute for such act (including liability for damages).</p> <p>(1) to (7) [Omission]</p> <p><u>(8) Act of Contractor as a corporation to make the functions of the Service available</u></p>	<p>3. Contractors shall not cause any person other than those described in the preceding paragraph to use the Service, and shall not cause the Service to be used beyond the scope permitted by these Terms.</p> <p>4. In the case of the Single License and Single IP Address License, Contractor shall cause only those described in paragraph 2 above to use the ID-PW.</p> <p>5. [Omission]</p> <p>Article 8 to 9 [Omission]</p> <p>Article 10: Trial Use</p> <p>1. The person who has completed registration for use pursuant to paragraph 1 of Article 4 above may obtain a temporary access right, free of charge, only for seventy-two (72) hours from the use registration for the purpose of trial use and may thereby use the Service. (See the Member Registration Guide, https://atomwork-adv.nims.go.jp/registration_guide.pdf) For the avoidance of doubt, the Download Function shall not be available during the trial use period, irrespective of which type of license has been applied for.</p> <p>2. [Omission]</p> <p>Article 11 [Omission]</p> <p>Article 12: Prohibited Acts</p> <p>Contractors shall not conduct the following acts. Furthermore, Contractors shall take appropriate measures to prevent the Users from conducting the following acts, and if the User conducts any of the following acts, such act shall be deemed to be a violation by Contractor itself of the obligation, and Contractor shall assume liability to the Institute for such act (including liability for damages).</p> <p>(1) to (7) [Omission]</p> <p>(added)</p>
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for use by any person other than their officers, employees or workers (including dispatched workers);

(9) 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;

(10) 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;

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

(12) Act of impersonating another Contractor or User;

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

(14) Act of using the Service for the purpose of developing, designing, producing, storing or using nuclear weapons, chemical weapons, biological weapons, missile weapons or other mass destruction weapons, which are restricted by the Foreign Exchange and Foreign Trade Act and its relevant regulations, for the purpose of military application or for the purpose of otherwise hindering the maintenance of international peace and security, or using the Service in order to make the DATA or Processed DATA available to a third party working on such a purpose;

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

Article 13 to 16 [Omission]

Article 17: Termination of Use Agreement

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

(1) to (2) [Omission]

(3) If Contractor or any of their Users has caused or allowed a person not satisfying the requirements of paragraph 2 of Article 7 above or other than those permitted under that paragraph to use the Service;

(4) If Contractor or any of the Users has committed or may have committed an act in violation of paragraph 2 of Article 11 or Article 12 above, including use of the Service

(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 Contractor or User;

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

(added)

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

Article 13 to 16 [Omission]

Article 17: Cancellation of Use Agreement

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

(1) to (2) [Omission]

(3) If Contractor or any of the Users has caused or allowed a person other than those permitted under paragraph 2 of Article 7 above to use the Service;

(4) If Contractor or any of the Users has committed or may have committed an act in violation of Article 11 or Article 12 above, including use of the Service for any purpose

for any purpose other than education or research and development;

(5) to (9) [Omission]

2. [Omission]

Article 18 to 19 [Omission]

Supplementary Provision (June 26, 2023)

These Terms shall come into force as of August 1, 2023.

(end)

other than education or research and development;

(5) to (9) [Omission]

2. [Omission]

Article 18 to 19 [Omission]

(end)