

**Terms of Use for  
“Automobile Type Approval Handbook for Japanese Certification Web Service”**

These Terms of Use prescribe the terms of provision of Service and the rights and obligations of JASIC and User in relation to the Service. For the use of Service, User is required to agree to these Terms of Use after reading all of the terms of Terms of Use.

**Article 1 (Definition)**

The following terms used in these Terms of Use shall have their respective meanings set forth below.

- (1) “JASIC” shall mean Japan Automobile Standards Internationalization Center of Japan Automobile Transport Technology Association.
- (2) “Service” shall collectively mean the service under the “Automobile Type Approval Handbook for Japanese Certification Web Service” and other services ancillary or related thereto (including the service after any change if name or contents of service changes for any reason.) to be provided by JASIC. The legal information to be provided under the Service shall only be updated legal information which will be updated from time to time and the legal information prior to each update shall not be provided.
- (3) “User” shall mean an entity or individual registered as a user of Service pursuant to Article 5.
- (4) “User Qualification” shall collectively mean the position as User and the rights and obligations as User.
- (5) “End User” shall mean directors, officers, employees and other people affiliated to User who are authorized by the User to use the Service and who actually use the Service.
- (6) “Service Agreement” shall mean these Terms of Use and the Service Use Agreement and other ancillary and related contracts to be entered into between JASIC and User.
- (7) “JASIC Website” shall mean a website operated by JASIC (including such website after change if domain or contents of JASIC website changes for any reason).
- (8) “Contents” shall collectively mean any and all data, sentences, diagrams, chart, images and other information which JASIC provides to User through the Service or which User acquires through the Service.
- (9) “Intellectual Property” shall mean copyright, patent right, utility model right, design right, trademark right and any other intellectual property rights (including the right to acquire such rights, the right to apply for registration of such rights, etc.).
- (10) “User’s Person in Charge” shall mean a person who has been appointed by User at the time of user registration, who is responsible for managing the use status of Service, contract work under the Service Agreement and other matters relating to the Service overall, and who is the person in charge who will become the contact person and representative of User with respect to any

communications with JASIC in relation to the Service. One (1) User's Person in Charge shall be required to be appointed for each Service Agreement.

**Article 2 (Application)**

1. The purpose of Terms of Use shall be to prescribe the terms of provision of Service and the rights and obligations of JASIC and User in relation to the Service, and these Terms of Use shall apply to any and all relationships between JASIC and User in relation to the Service.
2. The provisions on the use of Service, which JASIC provides on the JASIC Website, shall become an integral part of these Terms of Use.
3. In the event of any discrepancy between the contents of these Terms of Use and the provisions referred to in the immediately preceding paragraph or any other explanations, etc. of Service not provided in these Terms of Use (hereinafter referred to as "Provisions, etc."), the terms of Terms of Use shall prevail unless otherwise prescribed in the Provisions, etc.
4. Japan time shall be the standard time to be used for all dates and times used in relation to the Service.

**Article 3 (Amendment to Terms of Use)**

1. JASIC shall be entitled to amend the contents of Terms of Use (including addition of new terms to these Terms of Use) without the consent of User.
2. JASIC shall notify User of any amendment to these Terms of Use by providing the amended contents or amended Terms of Use on the JASIC Website.
3. Amendment to these Terms of Use shall become effective upon showing the amended contents or amended Terms of Use on the JASIC Website and thereafter such amended Terms of Use shall apply to JASIC and User.
4. JASIC shall not be liable for any and all damages incurred by User based on any measures taken by JASIC under this Article.

**Article 4 (Conditions for Use of Service)**

User shall be deemed to have agreed to the provisions and terms prescribed in these Terms of Use by manifesting his/her/its intention to agree to these Terms of Use by clicking the "Agree" button on the JASIC Website which offers the Service. User may not use the Service if User does not agree to these Terms of Use.

User's use of Service shall be conditioned upon User's advance payment of usage fee. User may use the Service only after JASIC has confirmed the payment of usage fee under Article 13 prior to the completion of user registration under Article 5.2 or prior to the contract renewal in the event of contract renewal under Article 12.1.

## **Article 5 (User Registration)**

1. Person who wishes to use the Service (hereinafter referred to as “Registration Candidate”) may apply to JASIC for user registration for the Service by providing JASIC with certain information specified by JASIC (hereinafter referred to as “Registration Matters”) by means prescribed by JASIC. User shall be required to fill out in the Registration Matters the month in which User wishes to start receiving the Service (hereinafter referred to as “Contract Starting Month”).
2. JASIC will decide on whether or not to approve the user registration of Registration Candidate who applied for registration under the immediately preceding paragraph (hereinafter referred to as “Registration Applicant”) in accordance with JASIC criteria. In the event that JASIC approves the user registration, JASIC will notify Registration Applicant of approval of user registration after JASIC confirms the receipt of payment of usage fee under Article 13 from such Registration Applicant. User registration of Registration Applicant shall be deemed complete upon JASIC’s notice under this paragraph.
3. In the event of completion of user registration under the immediately preceding paragraph, the Service Agreement between JASIC and User shall be executed on the first day of Contract Starting Month as prescribed in the Registration Matters (hereinafter referred to as “Effective Date”) and User shall be entitled to use the Service in accordance with these Terms of Use.
4. Application for user registration for the Service shall be filed by one entity or individual.
5. JASIC will issue to User the login password(s) and user ID(s) necessary for the use of Service at the time of completion of user registration under Paragraph 2. One (1) or multiple login password(s) and user ID(s) will be issued up to the number of contracted license pursuant to Article 6.
6. JASIC will issue the login password, user ID and administrator password only to User’s Person in Charge. Administrator password is a password to be used for change or reset of login password, change in number of license or change in Registered Matters.
7. Login password, user ID and administrator password issued under Paragraph 5 and Paragraph 6 shall be valid only for one (1)-year contract period. In the event of renewal of contract one (1) year later, new login password, user ID and administrator password will be issued at the time of contract renewal under Article 12.1. The login password, user ID and administrator password newly issued at the time of contract renewal under Article 12.1 shall be valid only for one (1)-year contract period after such renewal. Same rule shall apply thereafter.

## **Article 6 (License)**

1. Number of simultaneous logins to the Service shall be equal to the number of license obtained.
2. User may obtain multiple licenses. It is necessary for each location (i.e., head office, branch

office, business office, factory, research laboratory, etc.) to obtain the license. License cannot be shared between locations even if both locations are locations of same entity. In the event that multiple locations of entity, which applied for the Service, are expected to use the Service, it is necessary for each of such locations to obtain at least one (1) license.

**Article 7 (Rejection of User Registration and Cancellation of Approval)**

1. In the event that it becomes clear that Registration Applicant or User falls under any of the following cases, JASIC shall be entitled to reject the registration or re-registration of such Registration Applicant or cancel the approval if Registration Applicant has already received the approval and shall have no obligation whatsoever to disclose the reason therefor:
  - (1) Actual existence of Registration Applicant cannot be verified.
  - (2) There is false statement, error or omission on all or part of Registration Matters provided by Registration Applicant to JASIC.
  - (3) JASIC determined that Registration Applicant is currently or was in the past a person who breached a contract with JASIC or a person related to such person.
  - (4) Registration Applicant is currently failing to pay the usage fee of Service or to pay or perform any other obligation accrued in connection with the Service Agreement or has failed to make such payment or to carry out such performance in the past.
  - (5) JASIC determined that there is a risk that Registration Applicant will fail to pay the usage fee of Service or to pay or perform any other obligation accrued in connection with the Service Agreement.
  - (6) Registration Applicant has been subject to the measures under Article 20.
  - (7) JASIC determined that Registration Applicant is an anti-social force, etc. (which shall mean criminal organization, member of criminal organization, right-wing group, anti-social force or any of their equivalent; hereinafter the same) or is interacting or involved in any way with anti-social force, etc. such as by cooperating or being involved with the maintenance, operation or management of anti-social force, etc. by providing funds or otherwise means.
  - (8) Registration Applicant is a minor, person subject to guardianship, person subject to curatorship or person subject to assistance, and the consent, etc. from legal representative, guardian, curator or assistant have not been obtained.
  - (9) JASIC determined that an actual user of Service is not Registration Applicant or an actual user of Service may not be Registration Applicant such as the case where Registration Applicant intends to have third party use the Service by means of assignment, transfer, licensing, etc. of User Qualification.
  - (10) JASIC otherwise determined that Registration Applicant is not appropriate for user registration.

2. Registration Applicant or User shall bear any usage fee accrued by the use of Service by Registration Applicant or User during the period until the rejection of user registration or the cancellation of approval under the immediately preceding paragraph has been decided and JASIC shall not be required to make any refunds.

**Article 8 (Change, etc. in Registration Matters)**

1. In the event of change in Registration Matters, User shall notify JASIC of such changed matter without delay by means prescribed by JASIC. In the event that User incurs any loss from User's failure to send a notice of change, JASIC shall not be liable therefor in any way whatsoever.
2. User shall be entitled to obtain an additional license even during the contract term by paying the usage fee under Article 13. User may reduce or decrease the number of license during the contract term, provided that User may not request for refund of any usage fee which was for reduced or decreased license even if such usage fee has already been paid by User to JASIC and in the event that User has not yet paid the usage fee for the period until the expiration of Service Agreement for any reason, User shall make a lump-sum payment of usage fee which was for reduced or decreased license for the remaining number of months until the expiration of Service Agreement.

**Article 9 (No Assignment, etc. of User Qualification, etc.)**

User may not assign, transfer or license to any third party, create a security interest in favor of any third party, or otherwise dispose to any third party the User Qualification, contractual position under the Service Agreement or rights or obligations under the Service Agreement without the prior written consent of JASIC.

**Article 10 (Succession of User Qualification)**

In the event that User wishes to have a third party succeed the User Qualification due to merger, company split, business transfer or other reorganization, User shall notify JASIC thereof and shall be entitled to have a third party succeed the User Qualification and to make related changes in the Registered Matters as long as JASIC gives an approval.

**Article 11 (General Rule of Self-Responsibility)**

1. User shall fully understand the contents of Terms of Use and shall cause all End Users affiliated to User to comply with the provisions of Terms of Use. User's Person in Charge shall conduct the actual work under this paragraph at his/her/its responsibility.
2. User shall, at User's responsibility, manage and keep in custody as appropriate all login

passwords, user IDs and administrator password issued to User in relation to the Service and shall be prohibited from allowing any third party to use them, from leasing or assigning them, from changing the name of their right holder, from sale and purchase of them, etc. User's Person in Charge shall conduct the actual work under this paragraph at his/her/its responsibility.

3. JASIC will issue the initial login password and user ID to User. User shall be required to change the initial login password to a password of User's choice at the time of User's first login. JASIC shall not be in possession of information on the changed login password. User shall manage and keep in custody the changed login password at User's responsibility and if the changed login password has been changed, lost, forgotten or stolen, User shall reset the login password at User's responsibility. User's Person in Charge shall conduct the actual work under this paragraph at his/her/its responsibility.
4. In the event that the login password, user ID or administrator password has been changed, lost, forgotten or stolen, User shall promptly notify JASIC thereof and comply with JASIC's instructions, provided that use of Service by using such login password, user ID or administrator password shall be deemed to be use of Service by User and User shall bear any and all usage fees and other obligations.
5. User shall be liable for any damages arising from, among others, inadequate management over login password, user ID and administrator password, error from their use and their use by third party, regardless of whether or not there was any intentional misconduct or negligence by User, and JASIC shall not be liable for such damages in any way whatsoever.
6. JASIC shall not be liable in any way whatsoever for any damages to User arising from use of Service. In the event of any dispute between User and third party in connection with the Service, User shall resolve such dispute at User's responsibility and cost and shall indemnify, defend and hold harmless JASIC from any damages, costs, liability, settlement payment and costs (including attorney's fees) arising from such dispute.
7. User shall prepare at User's responsibility and cost the telecommunication equipment, computer, software and all other equipment ancillary thereto which are necessary for the use of Service (hereinafter collectively referred to as "Equipment, etc."). User shall also, at User's responsibility and cost, set up communication environment necessary to use the Service and connect User's own Equipment, etc. to the Service via the telecommunication service of User's choice (hereinafter referred to as "Telecommunication Service"). JASIC shall not be liable in any way whatsoever for any damages to User arising in relation to Equipment, etc. or Telecommunication Service.

#### **Article 12 (Term)**

1. The term of Service Agreement shall be one (1) year from the Effective Date; provided, however,

that the term shall be automatically renewed for one (1) additional year if neither JASIC nor User manifests his/her/its intention not to renew the term of Service Agreement to the other party by means designated by JASIC no later than two (2) months prior to the expiration of term as long as JASIC has confirmed the receipt of payment of usage fee under Article 13 by the expiration date of Service Agreement (or such other day separately prescribed by JASIC as payment date if any). Same renewal rule shall apply thereafter. Terms of use after renewal shall be same as terms of use prior to renewal.

2. User shall be entitled to terminate early the Service Agreement at any time during its term by manifesting his/her/its intention to terminate early by means prescribed by JASIC, provided that in case User terminates the Service Agreement, User may not request for refund of usage fee even if User has already paid the usage fee for the period until the expiration of Service Agreement and in the event that User has not yet paid the usage fee for the period until the expiration of Service Agreement for any reason, User shall make a lump-sum payment of usage fee for the remaining number of months until the expiration of Service Agreement.

#### **Article 13 (Usage Fee and Method of Payment)**

1. As consideration for the use of Service, User shall pay the usage fee separately prescribed and indicated on the JASIC Website by means designated by JASIC.
2. In the event that User remains liable for the usage fee for any reason and fails to pay such usage fee on time, User shall pay to JASIC a late payment charge at the rate of 14.6% per annum.

#### **Article 14 (Prohibited Matters)**

1. User may not, and may not cause any third party to, engage in any act falling under any of the following items:
  - (1) Violation of laws and regulations or criminal act
  - (2) Fraud or threat against JASIC, User of Service, End User or any other third party
  - (3) Violation of public order and standards of decency
  - (4) Infringement on intellectual property right or other right or interest of JASIC, User of Service, End User or any other third party
  - (5) Unlawful access or attempt to make unlawful access on the network, system, etc. of Service
  - (6) Hacking or cracking into network, system, etc. of Service
  - (7) Unlawful downloading of contents of Service
  - (8) Act which puts excessive burden on the network, system, etc. of Service
  - (9) Act which risks interference with the operation of Service
  - (10) Impersonating a third party
  - (11) Use of user ID, login password or administrator password of other User of Service

- (12) Advertisement, publicity, solicitation or other marketing act by using the contents of Service which is not approved by JASIC or preparation therefor
  - (13) Gathering of information on Users of Service and End Users
  - (14) Act causing losses, damages or displeasure to JASIC, User of Service, End User or any other third party
  - (15) Offer of benefits to anti-social force, etc.
  - (16) Act which directly or indirectly causes or facilitates any act under any of the items above
  - (17) Act which JASIC otherwise determines as inappropriate
2. In the event that JASIC determined that any of the acts in the immediately preceding paragraph has been carried out, JASIC shall be entitled to notify User and require User to take rectification measures by the date designated by JASIC. In the event that User does not take the rectification measures on such act even after the date designated by JASIC has elapsed, JASIC shall be entitled to temporarily suspend or cancel the User Qualification of User or to terminate the Service Agreement. In such case, the provisions of Articles 20.2 and 20.3 shall apply.

#### **Article 15 (Ownership and Restriction on Use)**

1. Any and all intellectual property rights and other rights relating to all contents included in the Service shall be vested in JASIC and any person who provided information to JASIC.
2. User may only use the contents of Service for non-commercial use or internal use and may not engage in acts such as duplication, editing, adaptation, public transmission, publication and distribution, without the prior written consent of JASIC, except in any of the following cases:
  - (1) To directly print or to cite and print the contents to the extent necessary and distribute the printed documents to close group of people for personal use, use in department or division in a company, or use by a small number of closed group of people equivalent thereto
  - (2) To directly print or to cite and print the contents to the extent necessary and distribute the printed documents to court or other relevant authorities for the purpose of submitting such documents to such relevant authorities as evidence
  - (3) To directly print or to cite and print the contents to the extent necessary and submit the printed documents to client of attorney, patent attorney, judicial scrivener, etc. in order for the attorney, patent attorney, judicial scrivener, etc. to attach such contents to the written report, written opinion, etc. to be submitted to such client
  - (4) To directly print or to cite and print the contents to the extent necessary and distribute the printed documents at lecture, seminar, etc. of educational institutions such as university and law school for the purpose of academic research or education at such educational institution
  - (5) To store the contents in document storage media such as computer with hard disk and USB flash memory or document storage system such as cloud service used by User on a regular

- basis, for the purpose of using in ways provided in Items (1) through (4) above
- (6) To otherwise use the contents in accordance with the purpose of use and method agreed with JASIC in writing in advance

**Article 16 (Change in Contents of Service or End of Service)**

1. JASIC shall be entitled to change the contents of Service or end the provision of all or part of Service for reason attributable to JASIC without the consent of User. In the event that JASIC ends the provision of all or part of Service, JASIC will notify User by a method prescribed by JASIC.
2. JASIC shall not be liable in any way whatsoever for any damages incurred by User based on any measures taken by JASIC under this Article.

**Article 17 (Temporary Suspension, etc. of Service)**

1. In the event of any of the following cases, JASIC shall be entitled to stop or suspend the provision of all or part of Service without prior notice to User:
  - (1) Emergency inspection or maintenance work on computer system relating to the Service
  - (2) Stoppage of Service due to accident such as accident involving computer and telecommunication line
  - (3) Operation of Service became impossible due to force majeure such as earthquake, lightning strike, fire, wind or water disaster, blackout and natural disaster
  - (4) Any other case which JASIC determined that stoppage or suspension of Service is necessary
2. JASIC shall not be liable in any way whatsoever for any damages incurred by User based on any measures taken by JASIC under this Article.

**Article 18 (Scope of Liability)**

1. JASIC shall not provide warranty in any way whatsoever on the conformity of Service to User's specific purpose, the expected functionality, the commercial value, accuracy and usability, the compliance of User's use of Service with the laws and regulations and internal rules, etc. of industry group applicable to User, and the fact that the Service is free from any problem.
2. In the event that any mistranslation, omission or other defect has been discovered in the contents of Service, JASIC shall endeavor to promptly make corrections. JASIC's liability shall be limited to reasonable efforts to correct such defect and shall not be liable in any other way whatsoever.
3. User shall choose whether or not to use the Service at his/her/its responsibility and JASIC shall not be responsible in any way whatsoever for the use and results of Service.
4. Even in the case where JASIC becomes responsible for any reason, JASIC shall not be

responsible to compensate the damages of User in the amount exceeding the amount equal to one (1)-year worth of usage fee and shall not be responsible to compensate any incidental damages, indirect damages, special damages, future damages and damages relating to lost profits.

5. In the event that User causes any damages to JASIC by breaching these Terms of Use, User shall compensate any and all such damages to JASIC.

#### **Article 19 (Handling of Personal Information)**

1. JASIC will handle personal information of User as prescribed in the separate “Privacy Policy” ([http://www.jasic.org/e/08\\_publication/bb/pdf/privacy\\_e.pdf](http://www.jasic.org/e/08_publication/bb/pdf/privacy_e.pdf)) and User shall agree to JASIC’s handling of User’s personal information in accordance with this “Privacy Policy.”
2. JASIC shall be entitled to use and publicly disclose at JASIC’s discretion the information, data, etc., which User provided to JASIC, as statistical information in a form which cannot identify an individual and User shall not make any objection thereto.
3. Handling of personal information of User after termination or expiration of Service Agreement or cancellation of user registration shall be in accordance with this article.

#### **Article 20 (Cancellation of Registration, etc.)**

1. In the event that User falls under the case in any of the following items, JASIC shall be entitled to temporarily suspend such User’s use of Service, to cancel the User’s registration as user or to terminate the Service Agreement with User, without any prior notice or warning to User:
  - (1) It became clear that there was a false statement in the Registered Matters or that User otherwise made false statements to JASIC.
  - (2) User unlawfully used the login password, user ID or administrator password or otherwise unlawfully used the Service.
  - (3) The term of Service Agreement was not renewed under Article 12.1 due to User’s failure to pay the usage fee under Article 13 by the expiration date of Service Agreement (or such other day separately prescribed by JASIC as payment date if any).
  - (4) User admitted to its creditors its inability to pay debts generally as such debts become due or became insolvent.
  - (5) There was a petition for commencement of User’s bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings or other similar proceedings.
  - (6) There was a petition against User for provisional attachment, attachment or preliminary injunction.
  - (7) User delayed his/her/its payment of tax or other public charge and became subject to penalty

for late payment.

- (8) Clearing house suspended the transactions with User.
  - (9) User became subject to ruling for commencement of guardianship, curatorship or assistance.
  - (10) It is deemed that User's performance of his/her/its obligations under these Terms of Use became difficult due to material change in the assets, credibility or business of User.
  - (11) User has not used the Service for six (6) consecutive months or more.
  - (12) User does not respond to JASIC's question or other communication requiring response for thirty (30) days or more.
  - (13) User seriously damaged the reputation or credibility of JASIC or Service.
  - (14) User falls under any of the items in Article 7.1.
  - (15) User otherwise breached any of the provisions under these Terms of Use.
2. In the event that User falls under any of the items in the immediately preceding paragraph, any and all obligations of User to JASIC shall automatically accelerate and become immediately due and payable.
  3. JASIC shall not be liable in any way whatsoever for any damages incurred by User based on any actions taken by JASIC under this Article.

#### **Article 21 (Termination of Service Agreement and Cancellation of Registration by User)**

1. User shall be entitled to terminate the Service Agreement and to cancel his/her/its registration as user by notifying JASIC by means prescribed by JASIC.
2. In the event that User has any obligations to JASIC at the time of termination of Service Agreement and cancellation of user registration, any and all of such obligations of User to JASIC shall automatically accelerate and become immediately due and payable. In the event that User delays any payment of his/her/its obligations under this Article, User shall pay to JASIC the late payment charge at the rate prescribed in Article 13.2.

#### **Article 22 (Measures after End of Service Agreement)**

1. In the event that User's registration as user has been cancelled or that the Service Agreement has expired or has been terminated, JASIC will delete the data or files such as login password and user ID registered in JASIC's system.
2. In the event that User's registration as user has been cancelled or that the Service Agreement has expired or has been terminated, User shall promptly delete all data recorded in document storage media such as computer with hard disk and USB flash memory or document storage system such as cloud service.

#### **Article 23 (Communication and Notice)**

Any questions relating to the Service and other communications or notices from User to JASIC and any communications or notices from JASIC to User shall be carried out by means prescribed by JASIC.

**Article 24 (Severability)**

Even if any provisions of these Terms of Use are deemed invalid or unenforceable in whole or part by laws, regulations, etc., any remaining provisions and any remaining portion of provision deemed invalid or unenforceable shall continue to be in full force and effect.

**Article 25 (Jurisdiction)**

Tokyo District Court shall be the court of first instance having exclusive jurisdiction over any and all disputes relating to these Terms of Use and the Service Agreement.

**Article 26 (Governing Law)**

These Terms of Use and the Service Agreement shall be governed by the laws of Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply even in the case where any sale and purchase of goods occur in relation to the Service.

Adopted on August 16, 2016