

Terms of Use of Toyo Keizai Digital Content Library

Toyo Keizai Digital Content Library (hereinafter referred to as “the Service”) is a Service that allows its users to search and browse content created by Toyo Keizai Inc. (hereinafter referred to as “the Company”).

In order to use the Service, it is necessary for its users to agree to these Terms of Use.

Article 1. Scope of Application of the Terms of Use

1. The Terms of Use shall apply to all users of the Service (hereinafter referred to as “the User”).
2. If the person who has applied to use the Service is different from the actual user, said applicant must ensure that said user is familiar with and observes the provisions of the Terms of Use.
3. The Terms of Use shall apply from the moment the Service application procedures have been completed. In addition, the Terms of Use shall also apply similarly during the trial (free) period.

Article 2. Service Content

1. The content of the Service (hereinafter referred to as “the Content”), unless otherwise agreed with the applicant, comprises publications of the Company presented in menu form in the Service.
2. The Content may be changed without prior notice due to the launch, discontinuation or suspension of the Company’s publications, or any other reason. In such cases, the Company shall have no obligation to supplement these publications.
3. When a publication is digitized, any articles, photographs or figures, etc., to which the Company does not own the rights, cannot be used in the Service. Further, in principle, advertisements are not carried in the Service.

Article 3. Copyright

Copyright and all other rights to the Content belong to the Company. However, the copyrights to some articles, photographs and figures, etc., created or provided by third parties, belong to said creator or provider (hereinafter referred to as “the Information Provider”).

Article 4. Scope of Usage

1. The User may not use the Content beyond the scope of “private use” or “quotation” , as per the provisions of the Copyright Act. The User shall use the Content for the purposes of viewing as an individual, and if any part of the Content is used to a reasonable extent for the purposes of quotation in news reports, critique or research, the source(s) shall be acknowledged. The User may print out part of the Content. However, printouts may not be shared with third parties other than the User.
2. Unless otherwise provided for by the Terms of Use, the User may not duplicate, reproduce, translate, adapt, rent, transfer, modify, sell or publicly transmit the Content, in whole or in part, without the permission of the Company.
3. Only Users who have access to the intranets of universities or other educational institutions may use the Content via remote access. The Content accessed via a public library may not be used from outside the library building. For applicants who made applications via other than universities and other education institutions, or public libraries, the scope of usage shall be as provided for in the agreement between the Company and said applicants.

Article 5. Prohibitions

The following acts are prohibited when using the Service.

- (1) The execution of programs for the purposes of information retrieval and browsing.
- (2) In addition to the foregoing, any other acts deemed by the Company to be disruptive to the provision of the Service.

Article 6. Protection of Information Used

1. The User must not divulge any identification information necessary for the use of the Service, such as ID, passwords, access URL, etc., to any person external to the contract with the User.
2. If the Company judges that identification information has been leaked, or is likely to have been leaked, the Company may change the User’s identification information, without the consent of the User.

Article 7. Disclaimer

1. Neither the Company nor any Information Provider makes any warranty with regard to the credibility, accuracy, completeness, currency , comprehensiveness, timeliness or fitness for a particular purpose, etc., of any information contained in the Content.
2. Neither the Company nor any Information Provider will assume any liability whatsoever for any damage sustained by the User as a result of using the Service, or the inability to use the Service (suspension or delay of provision, etc.).

Article 8. Usage fees

1. The fees for use of the Service shall be as per the separate price list.
2. Usage fees paid by the User will not be refunded even if the User has cancelled their contract during the prescribed usage period, or if changes have been made to the structure of the Content during the prescribed usage period.

Article 9. Hours of Service

1. In principle, the Service will be provided constantly, as long as it has not been suspended for system maintenance, etc. However, provision of the Service may be temporarily suspended for maintenance and inspection and updating, or due to fire, power failure, natural disaster, system failure of the Service or the interruption of telecommunication lines. In cases where Service interruption can be predicted, such as for maintenance and inspection, etc., the User will be notified in advance via the Service website.
2. Notwithstanding the preceding paragraph, in the event of unforeseen circumstances, the Service may be suspended without advance notice, or the updating of information and data may be delayed.

Article 10. Other Matters

1. The Company shall have the right to make changes or additions to the details of these Terms of Use, without the consent of the User.
2. Changes to the Terms of Use will come into effect from the time that the details

of said changes, or the updated Terms of Use, are displayed on the Service website or sites related to the Service. Thereafter, the updated Terms of Use will apply between the User and the Company. Further, any matters not stipulated in the Terms of Use shall be resolved by negotiation in good faith between the User and the Company.

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