Terms of Use of voteclustering System (for Executors of Survey)

These "Terms of Use of voteclustering System (for Executors of Survey)" (hereinafter referred to as "These Terms") stipulate both the conditions regarding execution of a survey using the voteclustering system (hereinafter “This System”) and the handling of information sent and received via This System.

These Terms shall apply to any relationship between the National Institute of Advanced Industrial Science and Technology (hereinafter referred to as “AIST”) that operates This System and the person who creates and executes a survey by using This System (regardless of whether data has been sent to This System, and hereinafter referred to as "Host").

1. (Agreement to These Terms, Range of Application)
   1. Hosts shall acknowledge and agree with all articles of These Terms at the time of using This System. Also, Hosts shall comply with These Terms.
   2. Any guidelines, cautions, terms, FAQ, important notices sent by e-mail, policies, etc. (including Privacy Policy, and hereinafter referred to as “Guidelines”) that AIST provides for operation of This System should complement and constitute a part of These Terms.
   3. If Hosts are minors, they shall use This System with consent from their parents or legal representative (hereinafter referred to as “parents, etc.”). When the Hosts who are minors have begun to use This System, AIST deems that they have already obtained consent from their parents, etc.
   4. “Time”, which is both used in These Terms and Guidelines and used for providing This System, is based upon “Japan Standard Time (GMT+9)” However, when Hosts separately have set time zone for execution of their survey, the set time zone shall be applied only for the time related to execution of the survey.
2. (Outline of This System, Conditions of Use)
   1. Hosts are able to solicit answers from other users for the survey that they have created through This System. Also, the Hosts are able to present participation conditions, etc. for execution of their survey in addition to These Terms.
   2. Hosts also are able to use SNS services that third parties operate (hereinafter referred to as “External Services”) for recruiting answers to their survey. Hosts should comply with the rules and guidelines presented by the operator of the External Services when they use the External Services.
   3. Hosts shall use This System by controlling and/or operating PCs, smartphones, browsers, etc., that have the environment that AIST recommends (hereinafter “environment that AIST recommends” is referred to as “Recommended Environment”). In the case where Hosts use This System under environment other than the Recommended Environment, AIST assumes no liability for any damage which arises from their improper use of This System.
   4. Hosts shall acknowledge and agree that packet communication fees, etc. may accrue to use This System. In addition, Hosts shall pay all of the packet communication fees, etc.
3. (Application, Permission for Execution of Survey)
   1. Hosts shall apply for the creation of a survey according to the method specified by AIST.
   2. When Hosts apply to create a survey of previous section, they shall input accurate, truthful and up-to-date information about their own information, such as name, company name, age, contact information and e-mail address and usage purpose of the survey. If necessary, AIST may request applicants to present attached documents such as their parental consent form, identification document, registration certificate, etc.
   3. When AIST receives an application for the creation of a survey, AIST may screen the application, and gives acceptance to create a survey only to the Hosts who have passed the screening. In addition, the acceptance shall be made by sending an e-mail with the URL for creating the survey.
   4. AIST shall not disclose the screening standard, etc. of previous section to Hosts.
4. (Creation, Execution, Termination of Publication of Survey)
   1. When Hosts create a survey through This System, they shall create according to the methods specified by AIST. In addition, Hosts assume all responsibility about contents, etc. of survey that they have created.
   2. When Hosts use copyrighted work, company name, trade name, product or service name, etc. of third parties in their own survey, they shall obtain prior permission from the third parties about posting and using of the copyrighted work, etc. on This System. In the case where the survey including the copyrighted work, etc. is started, AIST deems that the Hosts have already obtained prior license from the third parties.
   3. When any third party makes a complaint, or a lawsuit is filed by a third party about the survey, Hosts shall resolve the problem, etc. at their own responsibility and expense. Also, AIST assumes no responsibility for solving the problems, etc.  
      In addition, in the case where a lawsuit is filed, AIST may cooperate as necessary for the investigation, etc. such as disclosure of information relevant to the Hosts to the parties of the lawsuit, public prosecutors, or lawyers, etc.
   4. A survey is executed from the start time to the end time specified by the Hosts. If Hosts hope to terminate execution of their survey before the end time that they specified, they shall do the termination procedure according to the method specified by AIST. In this case, Hosts shall be aware that a time lag from the completion of the procedure to the actual termination of the execution may arise.
   5. Hosts are not able to change or modify the contents of their survey that is currently executed. If Hosts hopes to change or modify the contents of their survey, etc., they shall do the termination procedure for the execution according to the previous section, and create and poste a new survey.
5. (Utilization of Information Obtained through Survey)
   1. Hosts are able to freely use responses obtained from users relevant to their survey and data obtained by collecting and totaling the responses unless they do not violate Article 6. However, Hosts shall take great care to prevent any third parties from identifying the individual users who answered the survey (hereinafter referred to as “Respondent”).
   2. Hosts shall authorize AIST to do the following acts both within and outside Japan about the questions of survey that they have executed and the responses collected from Respondents:
      1. To store questions of their survey and responses (excluding information capable of identifying the Hosts individual, and hereinafter referred to as "Survey Information");
      2. To create aggregated data related to Survey Information;
      3. To use the Survey Information and the aggregated data created based upon the previous issue for the following purposes (including sublicensing to third parties, but not limited to):
         1. For creating records and statistical data, etc. about results and progress of survey;
         2. For research, exploration, analysis, education, etc.;
         3. For support of development of programs, data analysis technology, etc.;
         4. For development of service, and for improvement of quality of service, etc.;
         5. For marketing, advertising, publicity, public relations, PR activities, branding, etc. of services, etc.
6. (Prohibition)
   1. Hosts must not do any action of the following in using This System:
      1. To do act that may cause damage on AIST or any third party: such as hacking, sending of viruses, sending of spam mails, etc.;
      2. To convert or alter programs, database, etc. of This System illegally;
      3. To make third party use This System and/or to use This System for third party;
      4. To do act that violate or may violate the laws of Japan or laws of your country;
      5. To do act that commit or may commit offenses against public order and morals;
      6. To input or send false information and declaration;
      7. To impersonate someone;
      8. To cause damages of AIST, other Hosts, Respondents, or third parties;
      9. To slander or discriminate AIST, other Hosts, Respondents, or third parties;
      10. To interrupt operation of This System;
      11. To do any act that AIST judges unsuitable.
   2. When Hosts create and execute their surveys through This System, they must not create and execute surveys that fall under the following. In the case where AIST finds surveys that fall under the following, AIST may delete the survey without any notice to the Hosts:
      1. The surveys that include expression or contents that may fall under the previous section;
      2. The surveys for the purpose of collecting personal information, credit card information, and other privacy information from Respondents;
      3. The surveys that include sexual description and violent expression, etc.;
      4. The surveys that the public may feel uncomfortable with;
      5. The surveys that request to provide e-mail addresses, other personal information, and any other information capable of identifying Respondents individual at any places other than those specified;
      6. The surveys that include malware or other illegal programs;
      7. The surveys that include links to WEB sites, etc. that falls under any of the previous issues.
7. (Exclusion of Liability)
   1. This System shall be offered on an as-is basis. AIST does not give any guarantee to Hosts about anything of the following:
      1. Personal information or other information capable of identifying individual shall be completely anonymized or kept secret through This System;
      2. This System meets Hosts’ requirements and utilization purpose;
      3. All information and data of This System (hereinafter referred to as “Contents”) are accurate and trustable;
      4. Connection via This System will not be interrupted for any reason;
      5. Information sent or received through This System is either stored in predetermined devices, normally sent and received, or displayed on the screen correctly;
      6. This System operates normally with all computers, smartphones, browsers, etc.;
      7. All information relevant to This System is displayed correctly on all computers, smartphones, browsers, etc.;
8. (Copyright, Intellectual Property Right)
   1. Copyright, trademark right, and other intellectual property right that relates to This System (except right stated in section 8.3 and 8.4) shall belong to the Secretariat or other right holder of the intellectual property right.
   2. Only when Hosts use This System within the scope of purpose for executing their survey, the Secretariat licenses them to use This System.
   3. Copyright of survey and its questions, etc. shall belong to the Hosts who have created.
   4. Copyright of answers to the survey shall be transferred from the Respondents to the Hosts of the survey for free and indefinite time.
   5. In the case where AIST uses Survey Information based on section 5.2, Hosts shall license AIST the right to use the Survey Information for free and indefinite time.
   6. In the case where AIST uses Survey Information based on section 5.2, Hosts shall not execute the moral right of author about their Survey and its questions stated in section 8.2.
9. (Methods of Notice)
   1. In the case where AIST needs to send important notice relevant to operation of This System to Hosts, the method of the notification shall be by displaying on page of "Notification", by sending e-mails toward specified e-mail addresses, or by any other method that AIST considers as being adequate.
   2. Notices displayed on "Notification" page shall be considered concluded at the time of completion of displaying on "Notification" page.
   3. Notices sent by e-mail shall be considered concluded at the time of completion of sending the e-mail to the address specified at the application stated in Article 3.
   4. In the case where Hosts change the settings of programs related to the e-mail address that they specified to block spam mails, they shall change the setting to permit reception of e-mails from AIST.
   5. Unless otherwise claimed, AIST shall deem that the Hosts have agreed to the notice without any dissent on the day it was made.
10. (Treatment of Privacy Information)
    1. AIST appropriately handles personal information and other information relevant to privacy that Hosts input at the time of application to create their survey in accordance with the privacy policy of AIST.
    2. In addition to the information stated in the previous section, AIST may collect the following information and data from Hosts in providing This System:
       1. Hashed IP address;
       2. Cookie to determine whether it is the first display or not;
       3. Start time of usage and posting time of survey.
    3. AIST may use the information and data collected from Hosts pursuant to the previous section only for the purpose of operating This System. The specific purpose of use is as follows, but not limited to:
       1. For confirming multiplex transmission, etc. by the same Hosts;
       2. For showing / hiding instruction of operation method of This System;
       3. For analyzing data obtained by this system.
11. (Indemnification for Damage)
    1. In the case either where Hosts delay or fail to perform obligations of These Terms, or where they disobey instructions from AIST, or where they violate any provisions of These Terms, they shall be held responsible for all damages, costs, and expenses caused by their breach of obligation, etc.
    2. Even when Hosts suffer damage by using This System, AIST does not provide any compensation or guarantee for the damage, etc.
12. (Interruption/Termination of the Service)
    1. AIST may temporarily suspend, change, terminate, etc., part or all of This System at its discretion. In addition, This System may be interrupted due to the occurrence of force majeure such as natural disasters, communication failure, etc.
    2. AIST accepts no liability for any damage of Hosts arising directly or indirectly from the temporary interruption or the termination of This System.
13. (Jurisdiction/Governing Law)
    1. These Terms and Guidelines, etc. are governed by and construed in accordance with the Laws and regulations of Japan.
    2. In the event of a dispute, etc. relating to these Terms and Guidelines, etc., the Tokyo District Court shall be the exclusive jurisdiction court of the first instance.
    3. Translations of the Japanese version of These Terms shall be provided for Hosts’ convenience only. If difference or contradiction between the translation versions and the Japanese version exists, the Japanese version of These Terms shall prevail.
14. (Amendment of These Terms)
    1. AIST is able to amend These Terms without any prior notice toward Hosts.
    2. In the case where AIST amends These Terms, AIST is able to conclude at the time of completion of uploading and displaying on the “Terms of Use” page of This System.
    3. Hosts should check These Terms every time they use This System. In the case where Hosts use This System after any amendment of These Terms, AIST may deem that Hosts have checked the updated version of These Terms, and that they acknowledge and agree to the amendment of These Terms.

Establishment Date: December 5th, 2019

Contact:

Any questions about This System or These Terms, or Request to delete sent data, etc., please contact us at:

\*\*\*@\*\*\*.\*\*.\*\*