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

These "Terms of Use of voteclustering System (for Respondents of Survey)" (hereinafter referred to as "These Terms") stipulate both the conditions in answering a survey executed via 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 uses This System (regardless of whether data has been sent to This System, and hereinafter referred to as "User").

1. (Host of Survey and Usage Purpose)
   1. This survey is executed by [HOST NAME] for purpose of /that [USAGE PURPOSE].
2. (Agreement to These Terms, Range of Application)
   1. Users shall acknowledge and agree with all articles of These Terms at the time of using This System. Also, Users 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 Users are minors, they shall use This System with consent from their parents or legal representative (hereinafter referred to as “parents, etc.”). When the Users 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 Users 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.
3. (Outline of This System, Conditions of Use)
   1. Users are able to answer surveys created by third parties through This System. If hosts of the survey have presented any conditions in its execution in addition to These Terms, Users shall also comply with the additional conditions, etc.
   2. When Users send information, etc. by responding to survey via This System, they shall have already agreed:
      1. To assume full responsibility for the content that they send;
      2. That there is a possibility that some or all of the contents that they have sent may be viewed not only by AIST and Hosts of the survey but also by any other third parties;
      3. That, when copyrighted work, trademark, etc. of any third parties is included in information that they send, it is necessary to obtain a prior license to use from the third parties;
      4. That, if a claim or infringement is filed by a third party relevant to the information that they have sent, it is necessary to resolve the claim, etc. at their own responsibility and expense;
      5. That, if the claim, etc. of the previous issue is filed, AIST may disclose information related to them in order to cooperate with the investigations, searching, litigation, etc.
   3. If Users hope to delete the information, etc. that they have sent, they shall notify accordingly to AIST according to the method specified by AIST. Accordingly, AIST deletes the corresponding information.
   4. Users 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 Users 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.
   5. Users shall acknowledge and agree that packet communication fees, etc. may accrue to use This System. In addition, Users shall pay all of the packet communication fees, etc.
4. (Prohibition)
   1. Users 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, Hosts, other Users, or third parties;
      9. To slander or discriminate AIST, Hosts, other Users, or third parties;
      10. To interrupt operation of This System;
      11. To do any act that AIST judges unsuitable.
   2. When Users answer surveys through This System, they must not send information, etc. that falls under the following. In the case where AIST finds information, etc. that fall under the following, AIST may delete the information, etc. without any notice to the Users:
      1. The information, etc. that includes expression or contents that may fall under the previous section;
      2. The information, etc. that includes sexual description and violent expression, etc.;
      3. The information, etc. that the public may feel uncomfortable with;
      4. The information, etc. that includes e-mail addresses, other personal information, and any other information capable of identifying Users individual at any places other than those specified;
      5. The information, etc. that includes malware or other illegal programs;
      6. The information, etc. that includes links to other WEB sites, etc.
5. (Exclusion of Liability)
   1. This System shall be offered on an as-is basis. AIST does not give any guarantee to Users 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 Users’ 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.;
6. (Copyright, Intellectual Property Right)
   1. Copyright, trademark right, and other intellectual property right that relates to the Service (except the “User Sent Data” stated in Article 6) shall belong to AIST or other right holder of the intellectual property right.
   2. Only when Users use This System within the scope of purpose for answering survey, AIST licenses them to use This System.
7. (Utilization of User Sent Data)
   1. Users shall assign copyright of data that they have sent by answering to surveys (hereinafter referred to as “User Sent Data”) to Hosts who execute the survey for free and indefinite time at the time of completion of the transmission.
   2. Users shall not execute the moral right of author about their User Sent Data.
   3. Users shall previously acknowledge and agree that Hosts of survey have right to freely use the User Sent Data both within and outside Japan, including sublicenses to third parties, without any restrictions. In addition, AIST has been licensed by the Hosts of the surveys to use the User Sent Data mainly for the following purposes:
      1. For creating aggregated data related to results and progress of the surveys;
      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.
8. (Methods of Notice)
   1. In the case where AIST needs to send important notice relevant to operation of This System to Users, the method of the notification shall be by displaying on page of "Notification" 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. Unless otherwise claimed, AIST shall deem that Users have agreed to the notice without any dissent on the day it was made.
9. (Treatment of IP Address, etc.)
   1. In providing This System, AIST collects information and data stated below from Users. These information and data do not include any information capable of identifying the Users individual.
      1. Hashed IP address;
      2. Cookie to determine whether it is the first display or not;
      3. Start time and end time of answering to survey.
   2. AIST may use the information and data collected from Users 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 Users;
      2. For showing / hiding instruction of operation method of This System;
      3. For analyzing data obtained by this system.
10. (Indemnification for Damage)
    1. In the case either where Users 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 Users suffer damage by using This System, AIST does not provide any compensation or guarantee for the damage, etc.
11. (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 Users arising directly or indirectly from the temporary interruption or the termination of This System.
12. (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 Users’ convenience only. If difference or contradiction between the translation versions and the Japanese version exists, the Japanese version of These Terms shall prevail.
13. (Amendment of These Terms)
    1. AIST is able to amend These Terms without any prior notice toward Users.
    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. Users should check These Terms every time they use This System. In the case where Users use This System after any amendment of These Terms, AIST may deem that Users have checked the updated version of These Terms, and that they acknowledge and agree to the amendment of These Terms.

Establishment Date: February 5th, 2020

Contact:

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

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