# JASIS WebExpo® Terms of Use

## **Article 1: Scope and Amendment of the Terms of Use**

- 1. This Terms of Use applies to all relationships between the Japan Analytical Instruments Manufacturers' Association and the Japan Scientific Instruments Association (hereinafter collectively referred to as the "JASIS Organizers") and all JASIS WebExpo® visitors (hereinafter referred to as "Visitors" or "Visitor") regarding the "JASIS WebExpo" web service (hereinafter referred to as the "Service") provided by the JASIS Organizers using the virtual event service provided by Nikkei Event Pro, Inc. (hereinafter referred to as "Nikkei Event Pro").
- 2. The JASIS Organizers reserve the right to change these Terms of Use without prior notice and/or to add or change any of the terms and conditions, guidelines, etc., (by any name, hereinafter referred to collectively as the "Conditions of Use") related to these Terms of Use (hereinafter referred to as "Changes, etc."). In the event of any such Changes, etc., the fact of such changes will be posted on https://www.jasis.jp (hereinafter referred to as the "JASIS Official Site").
- 3. If one of the Visitors uses the Service after any Changes, etc., to the terms, the Visitor in question will be deemed to have accepted the Changes, etc.

## **Article 2: Purpose of the Service**

- To provide a platform for companies, organizations, and groups that provide products, technologies, and services related to analytical and scientific instruments (hereinafter referred to as "Analytical and Scientific Instruments, etc."), including JASIS exhibitors and JASIS Organizers' member companies, to disseminate information on their Analytical and Scientific Instruments, etc. to corporations and individuals who use or sell analytical and scientific instruments (hereinafter referred to as "Users and Dealers of Analytical and Scientific Instruments").
- 2. To promote JASIS.
- 3. To provide a platform for Users and Dealers of Analytical and Scientific Instruments, etc. to obtain information on Analytical and Scientific Instruments, etc.

## **Article 3: Application for Use**

- 1. When a Visitor applies to use the Service, they shall apply by filling out the necessary information correctly in the designated format.
- 2. The JASIS Organizers can refuse a Visitor's application to use the Service in any of the following cases:
  - 1) When it is found that the contents of the application are false, such as in an application made under a non-existent name;
  - 2) When it is found that the Visitor violated these Terms of Use, etc., for services provided by the JASIS Organizers in the past (not limited to the Service);
  - 3) When the Visitor is found to be a member of an antisocial force (including being a past member) or a party related to antisocial forces; or

4) In addition to the preceding items, when the JASIS Organizers assess the Visitor to be inappropriate.

### **Article 4: Disclosure of a Visitor's Registration Information to Exhibitors**

- 1. If one of the Visitors clicks on a booth, logo, company name, or content name of a corporation, organization, etc., (hereinafter referred to as an "Exhibitor") that posts a video, web link, or PDF (hereinafter referred to as "Content") on the Service, the Visitor agrees that the information about themselves that they entered or filled out in the designated format when applying to use the Service or registering to participate in a JASIS-related event (hereinafter referred to as "Registration Information") can be disclosed to the relevant Exhibitor.
- 2. For the privacy policies of each Exhibitor and seminar organizer, please refer to the links for the detailed information pages of each Exhibitor within the Service.

### **Article 5: Responsibility for the Management of IDs**

- 1. The Visitors are responsible for the management of their IDs, and the Visitors must not lend or transfer their ID to a third party or allow a third party to use it in any way.
- 2. In the event of the unauthorized use of a Visitor's ID by a third party, the Visitor in question is obligated to notify the JASIS Organizers immediately and take necessary measures according to the instructions of the JASIS Organizers.
- 3. Any unauthorized use of an ID by a third party is considered an act of the Visitor, and the Visitor in question shall assume all responsibility. The JASIS Organizers shall not bear any responsibility for such unauthorized use, and the Visitor shall compensate for any damages incurred by the JASIS Organizers.

## **Article 6: Prohibited Matters**

When a Visitor uses the Service, they must not perform any of the following acts or acts that could cause such (including acts that could induce such acts or preparatory acts):

- 1. Acts that violate laws and regulations and that are offensive to public order and morals;
- 2. Registering information that is unreliable or false;
- 3. Modification, reverse engineering, analysis, creation or distribution of utilities, or any other act related to the programs, etc., of the Service;
- 4. Acts of posting any program etc., that destroys or obstructs the function of software, hardware etc., used by other Visitors;
- 5. Destroying or interfering with the functions of the server or network used for the Service;
- 6. Infringement of the intellectual property rights or other rights of the JASIS Organizers, Exhibitors, the Visitors, or third parties;
- 7. Harassing others, using foul language/threats/obscene content, making statements with unpleasant purpose/commercial purpose/advertising purpose, using copyrighted works without the permission of the copyright holder, or transmitting information related to personal privacy;

- 8. Acts of collecting or accumulating personal information, history information, and characteristic information, etc., of other Visitors without the permission of the Visitors concerned;
- 9. Use of the Service for purposes other than those stipulated in Article2;
- 10. Unauthorized acquisition, use, transfer, or sale of IDs;
- 11. Directly or indirectly providing benefits to antisocial forces in relation to the JASIS Organizers' services;
- 12. Acts that interfere with the provision or operation of the JASIS Organizers' services, or any other acts deemed inappropriate by the JASIS Organizers; or
- 13. Acts that violate these terms.

#### **Article 7: Prohibition of Reuse**

The Visitor agrees that if a Visitor uses the Service or its constituent data for purposes other than the purpose of providing the Service, stipulated in Article 2, the JASIS Organizers have the right to stop such use and the right to claim the amount equivalent to the profit obtained by the Visitor(s) in question from such use.

## Article 8: Change, Interruption, and Suspension of the Service

The JASIS Organizers may change the contents and specifications of the Service and may stop, suspend, or terminate the Service without notice to the Visitors and without any liability for damages incurred.

## **Article 9: Limitation of Liability**

- 1. The JASIS Organizers make no warranty that the information provided in the Service is legal, accurate, up-to-date, timely, or suitable for the needs of the Visitors. Similarly, although the JASIS Organizers make every effort to ensure that the Service is free of faults, defects, or errors, and that any defects or bugs in the systems or software provided will be corrected, the JASIS Organizers make no warranty of any kind. The Visitors agree to use the Service at their own risk after confirming the above and agree that the JASIS Organizers shall not be held liable for any damages incurred.
- 2. The JASIS Organizers shall not be liable for any loss or damage (including damage, loss, or alteration of data), etc., caused to the Visitors as a result of a Visitor's use of the Service, or any loss or damage, etc., caused in relation to the Service, regardless of the cause of claim in default, tort, or any other legal cause of action, except for cases based on the willful misconduct or gross negligence of the JASIS Organizers. Even in the event that the JASIS Organizers are liable, the scope of the liability shall be limited to direct and actual damages and shall not include damages arising from special circumstances, lost profits, punitive damages, or indirect damages, regardless of whether or not they were foreseeable.

### **Article 10: Liability of the Visitors**

1. The Visitors shall compensate the JASIS Organizers for any damages incurred by the JASIS Organizers due to a violation of these terms or any other reason.

2. In the event that there is a claim against the Visitors for infringement of rights regarding the use of the Service from a third party, such as from other Visitors, the Visitors shall resolve the matter at their own liability and expense and shall confirm that the JASIS Organizers do not bear any responsibility.

## **Article 11: Backup**

- 1. The Visitors confirm that they are responsible for backing up their application information, member ID, password, and any other information and data related to the Service by themselves, regardless of whether or not the JASIS Organizers back up such information and data, and that the JASIS Organizers have no obligation to back up such information and data.
- 2. The Visitors agree in advance that the JASIS Organizers, Nikkei Event Pro, and related subcontractors may reproduce, monitor, analyze, and investigate the Visitors' data stored in management servers when necessary for the maintenance, operation, or technical aspects of the Service.

## **Article 12: ID Validity Period**

- 1. The period of use of the Service by the Visitors shall be from 10:00 a.m. on July 6, 2022 to 5:00 p.m. on March 15, 2023.
- 2. The Visitors shall agree in advance that JASIS Organizers can delete the Visitors' personal information and all other information (including backup data) stored in the server of the Service from the day after the expiration date of the validity period and that a certain period of time can pass before the deletion.

## **Article 13: Prohibition of Assignment of Rights and Obligations**

The Visitors shall not assign, transfer, assume, or pledge all or part of the rights and obligations arising under these terms to any third party without the prior written consent of the JASIS Organizers.

### **Article 14: Governing Law and Agreed-on Jurisdiction**

- 1. These terms shall be construed and applied in accordance with the laws of Japan.
- 2. If any dispute arises in relation to the Service, the Tokyo Summary Court or the Tokyo District Court shall have exclusive jurisdiction in the first instance, depending on the amount of the lawsuit.