

Searching Chemistry and Action (SCAN)

SCAN Service Terms of Use

August, 2021

SCAN Service Terms of Use (hereinafter referred to as these “Terms”) set forth the terms and conditions of use of the service (defined in Article 1 below; hereinafter referred to as “Service”) to make available, on a website, the platform Searching Chemistry and Action (hereinafter referred to as “SCAN”), which is managed and operated by Hokkaido University (hereinafter referred to as the “Institute”).

Registrants (defined in Article 1 below) of the Service are obligated to comply with these Terms when using the Service, and upon registration for use of the Service, Registrants are deemed to have agreed to these Terms, the site policy (<https://www.global.hokudai.ac.jp/siteinfo/site-policy/>) of the Institute (hereinafter collectively referred to as “Terms and Policies”). Therefore, please carefully read these Terms and Policies before using the Service. Anonymous Users (defined in Article 1 below) who can view the DATA with PUBLIC Accessibility (both defined in Article 1 below) are also deemed to have agreed to these Terms and Policies when they tried to use the Service.

Searching Chemistry and Action (SCAN) uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help us analyze how users use the Website. The information generated by the cookie about your use of the Website (including your truncated IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Website, compiling reports on website activity and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. By using the Website, you consent to the processing of data about you by Google in the manner and for the purposes set out above. For more information about Google Analytics, including Google's privacy policy, please visit <http://www.google.com/intl/en/analytics/privacyoverview.html>.

If you would like to stop your data being sent to Google for analytics purposes, you can install the Google Analytics Browser Add-On, details of which are available at <http://tools.google.com/dlpage/gaoptout?hl=en>.

Article 1: Definition

The following terms as used in these Terms shall have the meaning respectively prescribed in the following items.

1. “Service” Services provided free of charge to Registrants (defined in the following item) through systems owned by the Institute, including, without limitation, applications, user registration systems and visual analytics systems, etc., related to “SCAN” and the accompanying web page (<http://scans.sci.hokudai.ac.jp/>);
2. “Registrants” Individuals and/or companies who have agreed to these Terms and submitted applications to the Institute for use of the Service pursuant to paragraph 1 of Article 4 below and whose use of the Service has been approved by the Institute;
3. “Anonymous Users” Individuals and/or companies prior to submitting applications to the Institute or getting ID;
4. “Use Agreement” Agreement for use of the Service that includes these Terms in the content;

5. "Site" Web page of the Service;
6. "ID-PW" ID issued for each account and the password (PW) set by Registrant. For the avoidance of doubt, one (1) e-mail address registered for use shall be treated as one (1) account;
7. "DATA" Data, content (including, without limitation, text, illustrations, pictures and tables) and data sheets that are provided through SCAN and the Service;
8. "Institute DATA" DATA owned by the Institute;
9. "Registrants DATA" DATA owned by Registrants;
10. "DATA Administrator" At least one individual assigned by the Institute upon its employees, contractors or agents who shall upload, delete or anyway manage Institute DATA, and help Registrants to properly manage Registrants DATA;
11. "DATA Attributes" There are two (2) of critical DATA attributes: DATA owner and Accessibility. DATA Administrator shall have the responsibility to correctly set the two attributes of Institute DATA, and Registrants shall be responsible to correctly set the two attributes of Registrants DATA, when they upload the DATA onto SCAN;
12. "Accessibility" There are three (3) levels of accessibility, PRIVATE, INTERNAL and PUBLIC. Default setting at the first uploading of each DATA is PRIVATE, and DATA owner may change it to one of the other two levels at any time. Every Registrants can read and use the DATA with PUBLIC Accessibility, while only permitted Registrants and DATA Administrator can read and use the DATA with INTERNAL Accessibility. Only the DATA owner of particular DATA with PRIVATE Accessibility can read and use them;
13. "Processed DATA" DATA that have been processed into a table or other form of expression. The Processed DATA shall include the DATA and other data, etc., that have been processed into a table or other form of expression.

Article 2: Applicability and Amendment to These Terms

1. These Terms shall apply to use of the Service that is provided by the Institute and all matters in conjunction with provision of the Service.
2. Provisions announced through the Service from time to time by the Institute and provisions for use posted on the Site when using the Service shall also constitute a part of these Terms.
3. The Institute may amend the details of these Terms at any time without prior consent of Registrants. The Terms after such amendment shall be deemed to have been agreed by all Registrants after such terms have been posted on the Site for one (1) month.
4. In addition to the case described in the preceding paragraph, the Institute may notify Registrants of necessary information from time to time. Such notified content shall be deemed to have been agreed by all Registrants after it has been posted on the Site for one (1) week.

Article 3: Purpose of Use of Service, License, Functionality, etc.

SCAN and the Service are provided for the purpose of promoting science and technology and facilitating assistance in research and development. The Institute therefore will provide the Service only to those individuals who use the Service for the purpose of education or research and development.

Article 4: Registration for Use

1. Registration for use of the Service shall be completed when the person who desires to use the Service (hereinafter referred to as the "Applicant") submits an application to the Institute and the Institute approves such application. Upon completion of registration, it shall be deemed that the Use Agreement has been concluded between the Applicant whose use registration has been approved, as

Registrant, and the Institute.

2.2. When the Institute determines that any of the following item applies to the Applicant, the Institute may disapprove the application for registration. In this case, the Institute shall not be obliged to disclose the reason therefor.

2.1. The Applicant does not exist;

2.2. The Applicant may not satisfy the requirements described in Article 3;

2.3. The Applicant has reported false information at the time of application for use registration;

2.4. The application is made by a person who has committed a violation of these Terms;

2.5. Any other measures where registration is not appropriate.

3. When Registrant changes its address, name, phone number, place of work, member organization or other information entered in the form for registration for use of the Service (excluding the e-mail address), Registrant shall promptly report the change to the Institute by updating the relevant information on the user information registration page of the Site.

Article 5: Notice of Completion of Registration

Upon completion of registration for use, the Institute shall promptly give Registrant notice of completion of registration. Registrants may use the Service after the receipt of the notice of completion of registration.

Article 6: Cancellation of Use Agreement

When Registrant decides to cancel the Use Agreement, Registrant shall submit an application for such cancellation on the Site. The Use Agreement shall terminate at the time when the Institute has accepted the application for such cancellation.

Article 7: ID-PW and Scope of Users

1. Registrants may use the Service themselves using the ID-PW.

2. Registrants shall not cause or allow any person other than themselves to use the Service, and shall not use the Service beyond the scope permitted by these Terms.

Article 8: Management of ID-PW

1. Registrants shall comply with the following: (a) Registrants shall not disclose or lend the ID-PW to, or share the ID-PW with, any third party other than themselves, and (b) Registrants shall carefully manage the ID-PW to avoid leaks or unauthorized use of the ID-PW. The Institute shall assume no liability for damages caused to Registrants or other persons arising out of the management or usage conditions of the ID-PW.

2. If a person other than Registrant uses the Service with the ID-PW, such act shall be deemed to be an act of Registrant, and Registrant shall compensate for damages caused to the Institute by such use. However, this shall not apply if the unauthorized use of the ID-PW of Registrant occurs due to a reason attributable to the Institute.

Article 9: Rights to Data, etc.

1. Copyrights to SCAN, all web pages on the Site and the relevant systems in general are held by the Institute. Rights to use and manage the DATA that are provided through the Service are held by the DATA owner unless stated otherwise.

2. The Institute shall license Registrants to use the DATA, Accessibility of which are PUBLIC, only for use by themselves for the purpose of education, or research and development or product development and the manufacture of products so developed, under the terms listed under the Creative Commons license "Attribution-NonCommercial-NoDerivatives 4.0 International" (hereinafter referred to as "CC BY-NC-ND 4.0") unless otherwise stated.

3. When Registrant publishes any deliverables of research and development using the DATA, Registrant shall display the names of the Institute and the Service as the source of data. However, this shall not apply when the Institute has approved omission of such display. Registrant shall also give appropriate credit to the DATA owner according to the terms listed under CC BY-NC-ND 4.0 unless stated otherwise. Registrant shall also include a link to the license used by the DATA, and indicate if changes were made. If Registrant remixes, transforms, or otherwise builds upon the DATA, the Registrant must also distribute the contributions under the same license as the license used by the DATA in question.

4. When Registrants desire to license, share, publish or anyway disclose their contributions to the Processed DATA, the Processed DATA shall be licensed under CC BY-NC-ND 4.0.

5. DATA validity is the responsibility of the DATA owners. Upon uploading DATA to SCAN, DATA owners consent to bearing responsibility for the contents and validity of the aforementioned DATA.

6. Unless stated otherwise, all DATA provided by SCAN is produced using the AFIR method and is owned by Satoshi Maeda and Yu Harabuchi. Any and all inquiries regarding the aforementioned DATA shall be directed to the DATA owners.

Article 10: Prohibited Acts

Registrants shall not commit any of the following:

1. Use of the DATA other than use licensed under these Terms (including copy, translation, adaption, derivative use, transmission, uploading, distribution, assignment, lending, licensing or merchandising other than use licensed under paragraph 2 of the preceding Article);
2. Use of the Service in violation of these Terms;
3. Web scraping (automatic extraction of data from web pages by using a program);
4. Resales of the Service, provision or sublicensing of use of the Service to a third party;
5. All acts of making the functions of the Service available to any person other than Registrants;
6. Disclosure, provision or sublicensing use of the ID-PW to a third party and other acts in connection with the ID-PW, except for those licensed under these Terms;
7. Act of attempting an unauthorized access to the System or the Service, and the act of sending a virus or otherwise disrupting the server or network of such;
8. Act that may interfere with the operation of the Service;
9. Act of impersonating another Registrant;
10. Act of offering benefits directly or indirectly to an anti-social force in connection with the Service;
11. Any other acts deemed inappropriate by the Institute.

Article 11: No Transfer of Rights

Registrants shall not transfer to others the whole or any part of the rights or obligations they hold or assume as Registrant of the Service.

Article 12: Handling of Registrant Information

1. When the Registrant access the Service, the accessing device's IP address, content of requests, use time, usage environment, response results given to and other such data of Registrants are automatically collected in connection with the Service. Before using SCAN and the Service, Registrants shall agree that the access logs so collected will be used as information for making a decision as for responses to inquiries by Registrants, system maintenance, analysis of usage conditions, improvement in convenience of services, etc. The Institute will not use such access logs

for any purpose other than the above-described purposes.

2. In addition to the preceding paragraph, the site policy shall apply to the protection of the information and privacy of Registrants in connection with use of SCAN and the Service.

3. Registrants agree that the Institute may disclose the information described in the preceding two paragraphs to third parties in the following cases.

3.1. When the person related to the information agrees to the disclosure;

3.2. When the Institute is required by laws or regulations to disclose such information.

Article 13: Disclaimer

1. If a dispute with a third party arises out of use of the Service, Registrant shall settle the dispute at its own responsibility and cost, and the Institute shall assume no liability for such dispute.

2. The DATA provided through the Service may be subject to additions, amendments or deletions without notice. The Institute shall assume no liability for any damages caused by such amendments, additions, deletions, etc., of the content of the DATA.

3. The Institute shall assume no legal liability for the DATA provided through SCAN and the Service, nor shall the Institute provide any warranty as for the quality and the security of the DATA, including, without limitation, the integrity or accuracy of information. The Institute shall therefore assume no liability for any damage caused as a result of development or other acts conducted by using the DATA.

4. The Institute shall not be concerned with, or assume liability for, the content of websites that are provided by other organizations and linked from the Service.

5. The Institute shall assume no obligation or liability for any of the following items:

5.1. The DATA satisfy the requirements of Registrants; or

5.2. The Service is operated and available at all times, and that failure or trouble is not caused in providing the DATA contained therein.

6. Since the Service is provided free of charge, the Institute shall not assume warranty liability, default liability, tort liability or any other legal liability with respect to SCAN or the Service, irrespective of whether there is willfulness or negligence.

7. Risks associated with Registrants DATA uploaded by Registrants, such as damages, losses and any other inconvenient occurrences of the Registrants DATA shall be borne by the Registrants. The Institute shall therefore assume no liability for any such damages or inconvenient occurrences.

Article 14: Service Change, etc.

1. The Institute may, on its own discretion, change, suspend or discontinue the whole or any part of SCAN and the Service at any time without giving prior notice to Registrants, regardless of any reason (including all cases where the Institute deems such change, suspension or discontinuance to be necessary for any operational or technical reason, including, without limitation, cases where system maintenance is conducted and where a power failure or other event makes the provision of the Service impossible), and Registrants shall consent thereto.

2. The Institute may discontinue the provision of SCAN and the Service by giving one (1) month prior notice to Registrants. The notice shall be deemed to have been agreed by all Registrants after it has been posted on the Site for one (1) month.

3. When the Institute changes, suspends, discontinues or discontinue SCAN and the Service pursuant to the provision of paragraph 1 above, the Institute shall assume no liability for Registrants, and Registrants shall consent thereto. The same shall apply to the case where the Institute terminates the provision of the Service pursuant to the preceding paragraph.

4. When the Institute terminates the provision of the Service, the Institute shall assume no liability for such termination, and Registrants shall consent thereto.

5. The Institute shall not be liable for any damages or loss caused by or arising in connection to change of the Service based on the preceding 4 paragraphs.

Article 15: Cancellation of Use Agreement

1. If the Institute judges that one of the following events exists in relation to Registrant, the Institute may immediately cancel the Use Agreement and suspend the use of the Service by Registrant without giving prior notice to, or obtaining prior consent of, Registrant.

1.1. If one of the events described in the items of paragraph 2 of Article 4 above exists or is likely to exist;

1.2. If Registrant has caused or allowed a person other than Registrant to use the Service;

1.3. If Registrant has committed or may have committed an act in violation of paragraph 2 of Article 9 or Article 10 above, including use of the Service for any purpose other than education or research and development;

1.4. If Registrant has spread false information relating to SCAN and the Service or otherwise interfered with the operation or damaged the credibility of the Institute;

1.5. If Registrant has violated or may have violated these Terms;

1.6. If the Institute otherwise deems it inappropriate to provide the Service to Registrant.

2. If the Institute cancels the Use Agreement pursuant to the preceding paragraph, the Institute shall not assume any liability for damages caused to Registrant or third parties due to such cancellation, and Registrants shall consent thereto.

Article 16: Effect after Termination of Agreement

1. When the Use Agreement terminates due to cancellation, cancellation pursuant to the preceding Article, etc., Registrant shall lose the rights to use the Service and shall not use the Service thereafter. Upon request of the Institute, Registrant shall submit a written acknowledgement to provide assurance on compliance with the same.

2. Even after the termination of Use Agreement, these Terms shall remain in force with respect to matters arising in connection with use of the Service.

Article 17: Miscellaneous

1. The formation, effect, implementation and interpretation of these Terms shall be governed by the laws of Japan.

2. All disputes arising in connection with these Terms, Use Agreement, SCAN and the Service shall be referred to the Sapporo District Court (Hokkaido, Japan) as the court of first instance having exclusive jurisdiction.

3. Notwithstanding the preceding paragraph, when the address of Registrant exists outside Japan, disputes arising in connection with these Terms, the Use Agreement, SCAN and the Service between Registrant and the Institute shall be settled only by arbitration by the Japan Commercial Arbitration Association in Tokyo, Japan in accordance with its Arbitration Rules. The arbitral award shall be final and binding upon both Registrant and the Institute. The arbitration expenses (including fees of attorneys and lawyers) shall be borne by the losing party unless otherwise specified in the arbitral award.

4. The failure at any time of either Party to enforce or require strict compliance with any provision of the Use Agreement and/or these Terms shall in no way be construed as a waiver of such provision nor in any way be construed to affect the right of such Party to thereafter enforce that or

any other provision.

Supplementary Provision

These Terms shall come into force as from August 1st, 2021, and applied starting from August, 2021.