

# **National Institute of Informatics Academic Content Service Web API Usage Detailed Regulations**

Established Apr 1, 2016

## Article 1 (Objective)

The objective of these Detailed Regulations is to stipulate, based on Article 6 (vi) of National Institute of Informatics Academic Content Service Usage Regulations (hereinafter referred to as “Academic Content Regulations”), necessary matters which relate to usage of Web API (hereinafter referred to as the “Web API”) enabling automated search and download, etc. of academic content service (meaning services provided in items of Article 3 of Academic Content Regulations; hereinafter referred to as the “Service”) provided by Inter-University Research Institute Corporation Research Organization of Information and Systems (hereinafter referred to as “ROIS”), and which are applied between ROIS and a person using the Web API (hereinafter referred to as the “User”).

As the whole of planning, operation and management of the Web API is conducted by the National Institute of Informatics (hereinafter referred to as the “Institute”) which is a research institution of ROIS, the "Institute" is used in place of ROIS as appropriate in these Detailed Regulations.

## Article 2 (Consent to Detailed Regulations)

- 2.1 The User shall understand that the User shall agree to these Detailed Regulations in order to be able to use the Web API, and each User shall be deemed to have so agreed effectively at the time that the User commences usage of the Web API.
- 2.2 The Institute may establish individual provisions regarding the Web API other than these Detailed Regulations, such as those of usage of functions and precaution statements, by posting them on the website operated by the Institute (hereinafter referred to as the “Institute Site”) or other means, and such established provisions (hereinafter referred to as the “Related Rules”) shall form an integral part of these Detailed Regulations. In cases where there is any conflict between these Detailed Regulations and the Related Rules, the latter shall prevail.

## Article 3 (Purpose of using the Web API)

- 3.1 The User shall use the Web API for the purpose of usage for its own academic research or for the purpose of non-profitable activity of information utilization.
- 3.2 The User shall not use the Web API for any purposes other than those specified in Article 3.1, unless the User notifies the Institute of the specific way of usage in writing and obtain the Institute’s approval thereon in advance.

## Article 4 (Application for use and Cancellation)

- 4.1 Any person who desires to use the Web API shall make an application in a

manner designated by the Institute, and obtain approval of the Institute. The applicant shall provide the Institute with true, correct and current information upon the application for use.

- 4.2 The Institute reviews the application for use by the applicant, and approves it if the Institute determines the approval would be appropriate.
- 4.3 The Institute issues certain string of letters for identifying the application transmitted upon use of the Web API (hereinafter referred to as the “API Key”) to the User who has been approved to use.
- 4.4 The Institute does not approve the application for use if the User falls under any of the following, and the Institute may cancel the approval if the User is found to fall under any of the following after the approval is made:
  - (i) the application for use does not accord with the manner designated by the Institute;
  - (ii) the contents of application for use contain any falsity or error;
  - (iii) the User has violated Academic Content Regulations or these Detailed Regulations;
  - (iv) the Institute determines that the User is antisocial forces (meaning Organized Crime Group, Organized Crime Group Member, Quasi Organized Crime Group Member, Organized Crime Group-associated Company, corporate extortionists (sokaiya to) and other group or person who seeks economic benefit using violent, threatening or fraudulent means; the same shall apply hereinafter), or the Institute determines that the User is associated with or involved in antisocial forces in any manner such as cooperating or engaging in maintenance, operation, management of antisocial forces through funding or any other method; or
  - (v) the Institute determines the approval is not appropriate with reasonable causes other than those provided in the preceding four (4) items.

#### Article 5 (Management of API Key)

- 5.1 The User shall not lend, loan or assign the API Key to a third party. If the User is aware that the API Key is stolen or is improperly used by a third party, the User shall immediately give the Institute notice to that effect, and abide by the Institute’s instruction if any.
- 5.2 In no event shall the Institute be responsible or liable for damages, etc. incurred by the User arising out of misuse of the API Key, improper use by a third party of API Key, etc. If the API Key is used by a third party, the Institute deems it the use by the User authorized by the Institute as the holder of the API Key, unless the notice provided in Article 5.1 has been given.

#### Article 6 (Matters to be complied with by the User)

When using the Web API, the User shall comply with the matters described in each of the following items.

- (i) The User shall not sublicense the right to use the Web API to a third party.

- (ii) The User shall not infringe rights of the Institute or a third party (including holder of copyright to information provided in the Service and other interested party) by application, etc. which the user develops making use of the Web API (hereinafter referred to as the “Developed Application”). If the User uses copyrighted work of a third party, the User itself shall obtain approval of the holder of copyright or other rights to the copyrighted work in advance.
- (iii) The User shall not conduct a short-time and large-volume access which might have adverse effects on the Institute or other users of the Service or the Web API.
- (iv) The User shall not, and shall not attempt to, reverse-engineer, disassemble, decompile or extract source codes from the Web API.
- (v) The User shall not attempt to remove the API Restriction (meaning the restriction provided in Article 8; the same shall apply in this item (v)) or to otherwise circumvent the application of the API Restriction.
- (vi) The Developed Application shall not contain any of the following:
  - (1) Utilization, expressions, etc. which infringe intellectual property rights or other rights of the Institute or a third party;
  - (2) Utilization, expressions, etc. which defame, or are likely to defame, the Institute or a third party;
  - (3) Utilization, expressions, etc. which violate, or are likely to violate, public order or morals;
  - (4) Utilization, expressions, etc. which are obviously false; or
  - (5) Utilization, expressions, etc. other than those provided in (1) through (4) above, which the Institute determines inappropriate.

#### Article 7 (Responsibilities of the User)

1. In cases where the User causes loss or damage to the Institute, whether directly or indirectly, due to acts of hindering the operation of the Web API in violation of these Detailed Regulations, or other activities, the Institute may require the said User compensation therefor.
2. If a dispute arises between the User and a third party (including holder of copyright to information provided in the Service, user of the Developed Application and other interested party) with respect to the Developed Application, the User shall resolve all of the dispute at its cost and responsibility and the User hereby agrees that the Institute does not assume any responsibility whatsoever with regard to the dispute.

#### Article 8 (Restriction on use)

The Institute may establish at its discretion certain restriction on use of the Web API (such as limitation on frequency of access per certain time and limitation on time of access), when the Institute determines it necessary in connection with operation of the Web API.

#### Article 9 (Institute’s exemption from liability)

9.1 The Institute shall accept neither warranty nor responsibility whatsoever with

regard to the veracity, accuracy, utility, etc., of information provided by the Web API.

- 9.2 The Institute may change the contents and specifications of the Web API and cease provision of the Web API, at the Institute's discretion without notification to the User.
- 9.3 The Institute may suspend the Web API for maintenance or repair or in other cases where necessary.
- 9.4 The Institute shall accept no responsibility whatsoever with regard to disputes, damage, etc. involving or incurred by the User arising out of delay, interruption or suspension of provision of the Web API or use of the Web API.

#### Article 10 (Revisions, etc.)

The Institute may revise these Detailed Regulations as necessary, notifying the Users by posting a notification on the Institute Site or by other means judged appropriate by the Institute. If the User uses the Web API, or fails to take steps to cease to be the user of the Web API within the time specified by the Institute after the notification set forth above, the User shall be deemed to have agreed to such revision made to these Detailed Regulations.

#### Article 11 (Governing Law and Jurisdiction)

- 11.1 These Detailed Regulations shall be governed by the laws of Japan, and shall be construed and executed in accordance with the laws. Only these Detailed Regulations in Japanese language shall be effective, and those in other languages are only translation and do not have any legal force or effect.
- 11.2 The Tokyo District Court shall have the exclusive jurisdiction for the first instance over any disputes concerning these Detailed Regulations.