

Government of Japan Standard Terms of Use (Version 1.0)

Note: Text in bold blue font denotes places for each ministry to replace with appropriate information.

1. Using the content on this **homepage**

Information made available on this **homepage** (hereinafter referred to as “Content”) may be freely used, copied, publicly transmitted, translated or otherwise modified on condition that the user complies with provisions 1) to 7) below, with the exception of Content where other terms of use are applied. Commercial use of Content is also permitted (For Content where other terms of use apply, please refer to Section 2. Content where other terms of use apply).

Use of the Content constitutes agreement by the user with these terms of use for using the Content described herein (hereinafter referred to as “Terms of Use”).

1) Source citation

- a. The user must cite the source when using the Content. Sources should be cited in the following manner:

(Examples of source citation)

Source: Ministry A home page (URL of the relevant page)

Source: XX Survey (Ministry A) (URL of the relevant page) (accessed on year/month/day)

- b. If you have edited the Content for use, you must include a statement expressing that the content has been edited, in addition to the abovementioned source citation. Making public or using edited information in a format that may be misconstrued as having been created by the Government of Japan (or its ministries and/or agencies) is prohibited.

(Example of citation when using edited content)

Created by editing the XX Survey (Ministry A) (URL of the relevant page)

Created by Company YY based on XX Survey (Ministry A) (URL of the relevant page)

2) No infringement of third party rights

- a. In some cases, a third party (refers to a party other than the state. Hereinafter referred to as “Third Party”) may hold copyrights or other rights to a part of the Content. For Content where a Third Party holds copyrights or other rights (e.g. portrait rights in a photograph, publicity rights etc.), it is the responsibility of the user to obtain consent for use from the Third Party unless there is explicit indication that the rights have already been cleared.
- b. If a Third Party holds rights to a part of the Content, said fact may be directly or indirectly stated or indicated through source citations, but in some cases the part of the Content to which the Third Party holds the rights may not be clear or may not be explicitly stated. It is the responsibility of the user to confirm the rights pertaining to use of the Content.

(→**Example of an indication of Third Party rights**) [See separate sheet]

- c. The user must comply with the terms and conditions of the source provider for Content obtained through API (Application Programming Interface) links to external databases etc.

(→**Example of Content obtained through API links to external databases etc.**) [See separate sheet]

- d. Even if a Third Party holds copyrights to the Content, some use of the Content, such as quoting, may be allowed without the consent of the copyright holder, under the Copyright Act of Japan.

3) Prohibited use

- a. The Content must not be used in the following ways:

- (a) Usage that violates laws and ordinances, regulations, or public policy *
- (b) Usage that represents a threat to the safety of the state and/or its citizens

* Usage violating public policy means criminal use, use that is contrary to moral principles (marital order, sexual morality), use that severely restricts personal freedom, profiteering or unfair dealings etc.

4) Content where use is restricted by specific laws and ordinances

- a. Use of some Content may be restricted by specific laws and ordinances. Laws and ordinances listed below are particularly important to note. Please refer to the relevant link(s) below for details.

xx (description of restriction) when using xx (Content name) based on xx law (name of the law)
(→ **Link to relevant page**)

yy (description of restriction) when using yy (Content name) based on yy law (name of the law)
(→ **Link to relevant page**)

5) Governing law and jurisdiction

- a. The Terms of Use shall be governed by and construed in accordance with the laws of Japan.
- b. In case of disputes relating to the use of the Content based on the Terms of Use, or the Terms of Use, the user agrees that the exclusive court of first instance shall be the district court with jurisdiction in the place where the organization that has published the disputed Content or Terms of Use is located.

6) Disclaimer

- a. The state bears absolutely no responsibility for any action taken by the user involving the use of the Content (including use of information based on edited Content).
- b. The Content may be modified, moved or deleted without prior notice.

7) Other

- a. The Terms of Use does not limit those types of uses for which, under Copyright Act of Japan, license from the right holders are not required.

b. The Terms of Use was established on **<Date>**. The Terms of Use is based on the Government of Japan Standard Terms and Conditions (Version 1.0). The Terms of Use may be modified in the future. Further, the Terms of Use shall be reviewed for revision in fiscal 2015.

2. Content where other terms of use apply

Terms of use other than the Terms of Use herein shall apply to the following Content. Please refer to the relevant link(s) below for details.

Use of xx (Content name) (→ Link to relevant page)