

This English version of Terms of Use is a provisional translation of the original Japanese version indicated after the English version.

If there are any discrepancies between this provisional translation and the original, the original shall prevail in all cases.

Terms of Use of the Patent Information Retrieval APIs

Article 1 (General Provisions)

- (a) "Terms of Use of the Patent Information Retrieval APIs" (hereinafter referred to as the "Terms") stipulates the conditions under which the API users (hereinafter referred to as the "Users") use the functions of APIs regarding the data of industrial property rights that the Japan Patent Office (JPO) possesses (hereinafter referred to as the "Functions").
- (b) The Users shall comply with the Terms as well as the Handbook that JPO posts (hereinafter referred to as the "Stipulations") as per their use of the Functions.

Article 2 (User Registration)

Only the Users who are registered with JPO as users may use the Functions. The Users include both corporate and individual users.

Article 3 (IDs and Passwords)

- (a) JPO shall issue and provide the Users with their IDs and passwords (hereinafter referred to as the "IDs") after the user registration stipulated in the preceding article in order to identify the Users. JPO shall not issue more than one set of ID and password to a corporate or individual user at a time.
- (b) The Users shall not transfer or lease the IDs to third parties.
- (c) The Users shall immediately notify JPO once they discover that their IDs are misused by third parties.
- (d) JPO may halt the Functions based on the information provided by the Users in accordance with the preceding clause and/or when JPO concludes there has been a fraudulent or dubious use of the IDs by third parties.

Article 4 (Provision of Usage Information)

- (a) Whenever JPO requests the Users for their utilization of the Functions by means of questionnaires and others, the Users shall provide JPO with information as much as possible.
- (b) JPO may disclose information after statistical processing of the information provided by the Users.

Article 5 (Conditions to Provide the Functions)

- (a) The Functions may be halted and/or deteriorated without any prior notices.
- (b) JPO may halt the Functions after notifying the Users thereof when a data update and/or system maintenance is needed.
- (c) JPO may halt the Functions without prior notice to the Users in the following cases:
 - (1) Fires, power outages and/or other contingencies, and/or grave failures caused on the Functions; and
 - (2) Other cases such as when JPO concludes that halting the Functions is necessary.
- (d) JPO may regulate accesses to the Functions when there are excessive accesses concentrated.

Article 6 (Purposes of Uses)

The Users shall use the information retrieved through the APIs solely for their own purposes related to their industrial property rights such as procedures at JPO, management, information provision, research and study for their industrial property rights but not for other purposes.

Article 7 (Prohibitions)

- (a) The Users shall not do any of the followings:
 - (1) Actions of duplicating the data retrieved through the Functions (dead copy) and transfer the duplicated data to third parties without prior approval from JPO,
 - (2) Actions of transmitting or writing harmful computer programs,
 - (3) Actions of obstructing the operation of the Functions by accessing excessively in a short period of time, and
 - (4) Other actions that JPO judges inappropriate.

- (b) JPO may restrict or halt the Use of the Functions by the Users who are engaged or likely to be engaged in the actions stipulated in Article 6 and Article 7(a).

Article 8 (Cancellation of the User Registrations)

- (a) JPO may cancel the User registrations to use the Functions without prior notice if such Users violated the Stipulations.
- (b) JPO shall cancel the User registrations if the Users have not accessed to the Functions in the past year.

Article 9 (Disclaimer)

- (a) JPO shall never guarantee the Users the integrity, accuracy, utility, and safety of the data provided by the Functions.
- (b) JPO shall not accept any liabilities resulting from the restrictions and/or halts of the Functions to the Users.

Article 10 (Indemnification)

JPO shall not be liable for any complaints, demand and/or any other disputes between the Users and third parties regarding creation of applications using the Functions, operation of the applications, services, and data thereof, but the Users shall be liable to resolve such by themselves on their own cost.

Article 11 (Handling of Personal Information)

JPO shall not handle personal information beyond the scope of the privacy policy stipulated in the Handbook without prior consent from the person thereof.

Article 12 (Amendments to the Stipulations)

- (a) JPO may amend the Stipulations at its own discretion, and the amendments shall become effective once such amendments are posted on the JPO official website.
- (b) In the case of the preceding clause, the Users shall be deemed to have given consent to the amended Stipulations if the Users continue to use the Functions.

Article 13 (Governing Law and Jurisdiction)

The Stipulations will be governed by the laws of Japan. If any disputes arise relating to the Stipulations herein, only courts in Japan shall have jurisdiction to bear and decide such matter. In the event of a dispute regarding the Stipulations, the Tokyo Summary Court or the Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance in accordance with the value of the targets of litigation.

Article 14 (Governing Language)

Procedures and inquiries for the uses of the Functions shall be in Japanese language.

Note: JPO may accept procedures and inquiries in English language if necessary.