

**Institutional Subscription Terms for Koseisha's  
'Collection of Index to Japanese Magazines and Periodicals  
from the Meiji Era to the Present'**

**Article 1 Definition of This Service**

This Service indicates an online service of Koseisha (hereinafter, Publisher) that provides "Collection of Index to Japanese Magazines and Periodicals from Meiji Era to the Present" via the Internet.

**Article 2 Utilization Consent**

The Institution that utilizes this Service, having agreed to these terms, shall complete the necessary items on the Publisher's form and submit the request to the Publisher. The authorized users (hereinafter, Users) are those belonging to the subscribing institution or walk-in users who are allowed to enter the institution. The Users obtain the access right upon approval by the Publisher. By assuming this access right, the agreement for utilization of this Service is concluded, and the Publisher will register the global IP address reported at the time the Institution made the request or will issue the User ID and Password to access this Service, and the Institution will be able to begin utilizing this Service.

The term of the agreement is a one year term, and will automatically renew for one year, and the same thereafter, provided there is no specific handwritten request to cancel the agreement made to the Publisher by the 30th day prior to the agreement term expiration.

**Article 3 Extent of Utilization**

The Publisher and the authors as well as their successors of each original index contained in this Service hold the copyrights for the contents of this Service. The Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws.

**Article 4 Utilization Fee**

The utilization fee and the agreement term for this Service are stated on a separate fee chart. All expenses, however, involved in the transmission connection, such as the line fee and equipment fee, are the responsibility of the Institution.

**Article 5 Payment of the Utilization Fee**

In utilizing this Service, the institution shall pay the separately indicated fee by a method stipulated by the agent of the Publisher. The utilization fee after cancellation during the agreement term will not be refunded except for the reason

attributable to the Publisher.

#### **Article 6 Information on the Institution**

The Publisher, the agent and the system management firm for this Service consigned by the Institution shall hold confidential the registered information on the Institutions and Users such as name, address, telephone number and email address, and not provide this to a third party unless required to do so by law.

#### **Article 7 Prohibitions**

In utilization of this Service, the following acts are not to be committed, and if the Users resume the following acts even after a warning from the Publisher, the Publisher can cancel the agreement upon notification to the Institution.

1. Acts that infringe on the copyrights or other rights of the Publisher and the authors (and their successors), which include
  - (a) printing out the contents of this Service for the non-personal use.
  - (b) giving the copies of the contents of this Service to others.
  - (c) saving the contents of this Service for non-personal use.
  - (d) reproducing, translating, publishing, transmitting, lending, distributing or altering the contents of this Service without prior written approval by the Publisher.
2. Acts that would cause the Publisher and authors to be disadvantage or incur damages, or acts that risk such
3. An improper application with an IP address other than that of the Institution
4. Organized and system utilization in which large volumes of data from this service are downloaded
5. Acts for the purpose of making a profit through this Service or related to this Service, or acts in preparation for said purpose

#### **Article 8 Notices to Institutions**

Notices given by the Publisher to contact the Institution shall be sent by email to the email address registered, and shall be judged to have arrived within the period that would be normal for email.

#### **Article 9 Suspension or Elimination of Qualification**

If registration details on the Institution and User's application are false, there is improper utilization, the utilization fee cannot be paid, or email contact at the registered email address is not possible, or if the Publisher judges the party to be inappropriate as an Institution, Publisher can suspend utilization rights for this Service or eliminate subscription qualification without prior notice.

#### **Article 10 Damage Compensation**

If the Publisher incur damages due to acts violating these provisions, or improper or illegal acts by the Institution, the Publisher can claim compensation for damages it has incurred from said Institution. Institution shall not be responsible for unauthorized use or infringement of the Service, the content contained in the Service, or the Publisher by any User, provided, that: (i) Institution is in compliance with all material terms and conditions of this agreement, (ii) such unauthorized use or infringement is without the consent of Institution, (iii) Institution promptly notifies the Publisher of any material unauthorized use or infringement of which it becomes aware, and (iv) Institution takes all reasonable steps to cause such unauthorized use or infringement of which it is aware to stop. Institution shall cooperate fully with the Publisher in any investigation of such unauthorized use or infringement. The Publisher shall have the sole right, at its discretion, to bring any action on account of such unauthorized use or infringement, provided that the Publisher shall not bring any action against any User or infringing party without first consulting the Institution.

#### **Article 11 Exemptions from Responsibility**

The Publisher exercises all reasonable caution in providing information through this Service, but if by some chance the User suffers harm or damages by utilization of this Service or if this service cannot be utilized, or if due to unforeseeable circumstances there is a temporary suspension of the connection such as a data update, provider maintenance, or equipment problems, the Publisher does not bear responsibility for this.

The Publisher does not guarantee that this Service can be utilized in the User's environment.

The Publisher does not guarantee in any way the content of this Service, and the safety, accuracy, appropriateness or usefulness and such of information obtained by the Institution through this Service.

#### **Article 12 End of This Service**

If the Publisher cannot provide this Service due to unforeseen circumstances, this Service can be ended by notification to the Institution 30 days prior.

#### **Article 13 Cancellation**

When the Institution wishes to cancel the subscription, the Publisher shall be notified by fixed procedures 30 days prior to ending the agreement term. Absolutely no fees already paid by the Institution will be refunded due to the cancellation.

#### **Article 14 Amendment of the Terms**

In the event of any conflict between terms of use posted on the Publisher's website and this agreement, the terms of this agreement shall prevail.

**Article 15 Cooperative Discussion**

If a doubt arises concerning matters not determined in these terms, the Institution and the Publisher shall make adjustments having had mutual discussions.

**ACCEPTED:**

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Licensee: (Institution name): Univ. of California, San Diego

Authorized Signature: \_\_\_\_\_

Print name of Authorizing Person: \_\_\_\_\_

Date: Dec. 3, 2009

Accepted by the Publisher: \_\_\_\_\_

Date: 12/11/2009