

Terms of Service for the Digitized Contents Transmission Service for Individuals

These Terms of Service clarify the conditions necessary to use the Digitized Contents Transmission Service for Individuals offered by the National Diet Library.

1. Application

1.1 You must agree to the Terms of Service in order to use the service.

1.2 Use of the service must comply with the Copyright Act (Act No. 48 of 1970), the Rules for the Use of National Diet Library Materials (National Diet Library Rules No. 1 of 2022), and other matters stipulated in these terms. Violation of these terms is considered sufficient grounds for the NDL to restrict, suspend, or terminate the use of the service.

2. Outline of the Service

The service is provided by the NDL as a means of making available to the general public digitized versions of out-of-print or otherwise difficult-to-obtain materials for which copyright protection has not yet expired by permitting browsing of these materials via the Internet from personal computers in the home. Materials that the copyright holder has indicated to the NDL are highly likely to become readily available within three months are excluded from the service. Materials available via the service maybe browsed but cannot be printed or saved.

3. Users of the Service

The service is intended for official registered users of the NDL who have agreed to the Terms of Service and who reside in Japan. The term “official registered users” does not include simple registered users who have not yet verified their place of residence. The service is not available to users whose registration has expired or who no longer reside in Japan. For more information about user registration, please refer to the User Registration webpage.

4. User Management of Registered Information

4.1 Please keep your name, address, phone number, and all other registered information up to date.

4.2 Any changes to your registered information should be reflected immediately.

4.3 Please keep your User ID and password strictly confidential and do not share this information with others.

5. Handling of personal information

5.1 To ensure proper operation and improvement of the service, the NDL collects individual usage information, which it retains for a certain period of time.

5.2 All personal information is handled in accordance with the Rules on the Protection of Personal Information at the National Diet Library.

6. Prohibitions

Users are prohibited from performing any of the following actions in relation to the use of the service.

- (1) Sharing or retransmitting electronic copies of transmitted materials without the permission of the copyright holder. For example, the following actions are prohibited.
 - (a) Transmitting by email or other means electronic copies of transmitted materials obtained by screen shots or other means.
 - (b) Uploading to sites on the Internet, including posting on social media, electronic copies of transmitted materials obtained by screen shots or other means.
- (2) Retransmitting the transmitted materials to a receiving device that can be viewed by the public in violation of the provisions of the Copyright Act. For example, the following actions are prohibited.
 - (a) The commercial display the transmitted materials on a device that can be viewed by the public for the purpose of collecting a fee.
 - (b) Displaying the transmitted materials in a size larger than that specified in the Enforcement Order of the Copyright Act (Cabinet Order No. 335 of 1970) and allowing public viewing in a place other than a public facility.
- (3) Allowing anyone other than the registered user himself to use login credentials. For example, the following actions are prohibited.
 - (a) Joint use of login credentials by family members or co-workers.
 - (b) Use of login credentials obtained from an acquaintance.
- (4) The acquisition and use of multiple User IDs by a single individual.
- (5) Acts in violation of the Copyright Act, the Japanese Civil Code, or other laws and regulations as well as other acts deemed inappropriate by the NDL.

7. User Responsibilities

Use of the service is at the user's own risk. Individual users are fully responsibility for any and all actions taken in relation to the service or the use of the transmitted materials.

8. Disclaimer of Liability

The NDL accepts no liability for damages incurred by users arising out of or in connection with the use of the service, except in cases of willful misconduct or gross negligence on the part of the NDL.

9. Changes in Service

The NDL reserves the right to change the content of the service as well as to discontinue or to suspend the provision of the service, in whole or in part, without prior notice, and accepts no liability for damages incurred by users as a result of such changes.

10. Changes in these Terms of Service

The NDL reserves the right to change these Terms of Service at any time, with or without prior notice, as it deems necessary. In the event that these terms are amended, the NDL will notify users of the amended Terms of Service and the effective date of the amendment in a manner determined by the NDL.