

Institutional Subscription Terms for The Japan Institute of Metals Journal / Materials Transactions

Article 1 Definition of This Service

This Service indicates an electronic journal service of The Japan Institute of Metals (hereinafter, Institute) that provides "The Japan Institute of Metals Journal" and "Materials Transactions" via the Internet.

The data provided by This Service and the content of This Service may change without notice.

Article 2 Utilization Consent

The institutions that utilize this Service, having agreed to these terms, shall complete the necessary items on the Institute's form and submit the request to Maruzen International Co., Ltd. (hereinafter, MIC), the sales representative consigned by the Institute. The users obtain the access right upon approval by the Institute. By assuming this access right, the agreement for utilization of This Service is concluded, and the Institute will register the global IP address reported at the time the user made the request, and the user 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 Institute through MIC by the 60th day prior to the agreement term expiration.

Article 3 Extent of Utilization

The Japan Institute of Metals holds the copyrights for Institute data, and any sales, publishing, distribution or revision, large quantities or organized downloading, and transfer to another service of the Institute's data is strictly prohibited.

In addition, the extent of potential utilization includes only parties affiliated to the institution that have signing a subscription agreement and the parties using the terminal with the IP address of an institutional subscriber that is registered beforehand.

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 users and the institutional subscriber.

Article 5 Payment of the Utilization Fee

In utilizing this Service, the institutional subscriber shall pay the separately indicated fee by a method stipulated by MIC. The utilization fee for one year is to be prepaid in one sum. The utilization fee after cancellation during the agreement term will not be refunded whatever the reason for cancellation.

Article 6 Information on the Institutional Subscriber

The Institute and the system management firm for this Service consigned by the Institution shall hold confidential the registered information on the institutional subscriber and users such as name, address, telephone number and email address, and not

provide this to a third party unless to an affiliate of the Institution or required to do so by law.

The Institute can use the above mentioned information for sales activities (direct mailings, etc.) in order to introduce products and services of the Institute (including subsidiaries) or an affiliate of the Institute that are thought to be useful to the users. If requested to by the users, however, the use must be immediately ceased.

Article 7 Prohibitions

In utilization of This Service, the following act are not to be committed, and if the institutional subscriber resumes the following acts even after a warning from the Institute, the Institute can cancel the agreement upon notification to the institutional subscriber.

1. Acts that infringe on the copyrights or other rights of the Institution, or acts that risk infringement
2. Acts that would cause the Institute or MIC to be disadvantaged or incur damages, or acts that risk such
3. An improper application with an IP address other than that of the institutional subscriber
4. Organized and system utilization in which large volumes of data from this service are downloaded
5. Utilization of this Service for the purpose of referencing agent without approval from the Institute. In addition, 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 Institutional Subscribers

Notices given by the Institute and MIC to contact the institutional subscribers 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 institutional subscriber and users' 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 Institute judges the party to be inappropriate as an institutional subscriber, MIC and the Institute can suspend utilization rights for this Service or eliminate subscription qualification without prior notice.

Article 10 Damage Compensation

If the Institute or MIC incur damages due to acts violating these provisions, or improper or illegal acts by the institutional subscriber, the Institute or MIC can claim compensation for damages it has incurred from said institutional subscriber.

Article 11 Exemptions from Responsibility

The Institute 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 Institute and MIC do not bear responsibility for this.

The Institute and MIC do not guarantee that this Service can be utilized in the user's environment.

The Institute and MIC do not guarantee in any way the content of this Service, and the safety, accuracy, appropriateness or usefulness and such of information obtained by the institutional subscriber through this Service.

Article 12 End of This Service

If the Institute and MIC cannot provide this Service due to unforeseen circumstances, this Service can be ended by notification to the institutional subscriber 30 days prior.

Article 13 Cancellation

When the institutional subscriber wished to cancel, the Institute shall be notified through MIC by fixed procedures 60 days prior to ending the agreement term. Absolutely no fees already paid by the institutional subscriber will be refunded due to the cancellation.

Article 14 Amendment of the Terms

The Institute and MIC can add, delete or amend these terms without notice.

Article 15 Legal and Judiciary Jurisdiction

The law governing these terms shall be the laws of Japan. Also, if a dispute should arise between the institutional subscriber and the Institute or MIC concerning this Service or these terms, the Sendai District Court shall have the first trial as exclusive jurisdiction.

Article 16 Cooperative Discussion

If a doubt arises concerning matters not determined in these terms, the institutional subscriber and the Institute or MIC shall make adjustments having had mutual discussions.

Seller:

The Japan Institute of Metals
Incorporated Association

Sales Representative:

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