

Terms of Use of the Japan Travel Guide app has changed.

2016/11/30

- Deleted from "During the demonstration test..." to "Furthermore."
- Article 3, Item 6: Changed "Settings pertaining to location and..." to "Settings pertaining to location and Application use information can be changed by the User..."
- Article 3, Item 6: Changed "...if the sending of location and Application use information is turned off." to "...if the sending of location and Application use information is turned off by the User."
- Article 3, Item 6: Changed "Note that if you wish to have your user information deleted..." to "Note that if the User wishes to have their user information deleted after registering..."
- Article 6: Changed "Copyright or other intellectual property rights..." to "Copyright (including those rights stipulated in Article 27 and Article 28 of the Copyright Act; the same shall apply hereinafter) or other intellectual property rights..."
- Article 6: Added Item 2
- Article 9: Changed "(Interruption or Discontinuation of Use)" to "(Interruption or Discontinuation of Use etc.)"
- Article 9: Added Item 3
- Article 9: Changed previous Item 3 to Item 4. Made the following changes to text of new Item 4: "The Company is not liable for any damages arising for the User or a third party as a result of the interruption or discontinuation of all or part of the Application." to "The Company is not liable for any damages arising for the User or a third party as a result of the interruption, discontinuation, or deletion etc. of all or part of the Application."

2016/6/15

- Article 3 2. (2) information)→information, location information obtained by detecting high frequency audio signals or radio waves)
- Article 3 3. meetings.→meetings ; and in joint experiments with a third party.
- Article 3 5. 8→7
- Article 8 <http://www.jguidest.jp>→http://www.japan-travelguide.jp/index_en.html

「Japan Travel Guide」Application terms of service

This agreement is applicable to all users of the 「Japan Travel Guide」 (henceforth referred to as 「the Application」), which is offered by Japan Tourism Marketing Co. and NTT ADVERTISING, INC. (henceforth both companies are to be referred to as 「the Company」). The Application is provided mainly for foreign visitors to Japan, but may be used by Japanese persons as well.

Article 1 (Purpose of this agreement)

This agreement establishes the terms of use for this Application provided by our Company. Users of this Application must comply with these terms in good faith.

Article 2 (Usage fees & use environment)

Our company permits users who have consented to the terms of this agreement to use the Application on their devices free of charge via the methods specified by our company. However, the user bears all responsibility and cost for the equipment and software, as well as for the communication environment such as communication lines, necessary for using the Application. Our company has no involvement in the environment in which the users use the Application.

Article 3 (Handling of user information)

1. The user agrees to provide the company with the user information described in Article 2, Paragraph 2 through the function of the Application.

2. Our company shall collect and use user information to the degree necessary for fulfillment of the usage purposes specified in (1).

(1) Usage purposes

① Provision of company services and improvement of functions

② Distribution of recommended information (coupons and other information) from our company to users of the Application

③ Improvement of and new research regarding services, businesses, technologies, & more in the tourism & ICT fields

(2) User information items

• Basic demographic information chosen by users of the Application (address, birth year, gender, travel goals)

• Position information of devices on which the Application has been installed (GPS coordinates, Wi-Fi access point connection information, location information obtained by detecting high frequency audio signals or radio waves)

*Position information is collected if the device moves from its position or if it connects to Wi-Fi access points, but its accuracy will depend on the model of the user's device and the installation density of Wi-Fi access points.

• The Application's user information (the ID information (unique character string) assigned to the installed Application; operation information; operation time; coupon usage conditions; search keywords; etc.)

*Device-specific information (MAC address etc.) is not collected.

• Survey responses provided by the Application user etc.

3. Our company shall use the results of statistical analysis generated in the course of the provision of the Application in the development of new services; in proposal materials provided to clients and others; in various promotions; and in presentations, displays, and more at various conferences & academic meetings ; and in joint experiments with a third party.

4. Our company shall exercise strict control over the user information we have collected and safeguard collected user information until the end of the year after next from the point of its collection (for a maximum of three years). After this retention period expires, our company shall promptly destroy and discard the collected user information.

5. Our company shall not provide the user information we have collected to third parties, except in the cases specified by Article 7 (Outsourcing), or except in the following cases.

• If consent has been provided in advance by the user himself or herself to provide his or her information to a third party

• Cases specified by Japan's Personal Information Protection Act and other laws & ordinances

6. User information entered by the User after installation of the Application is automatically received at the time such information is entered. Settings pertaining to location and Application use information can be changed by the User at any time in the Application (the User may not be able to receive recommendations if the sending of location and Application use information is turned off by the User). Additionally, user information is no longer sent to the Company after the Application has been uninstalled. Note that if the User wishes to have their user information deleted after registering, the User may make a request for deletion by following the process below. The Company will delete user information according to the User's wishes within a reasonable range, but in the case user information has already been analyzed, etc., the Company may not be able to comply with the request to delete.

(i) The User verifies his or her 「User ID」 in the Setting menu of the Application.

(ii) The user sends an e-mail to the effect that deletion of user information is desired along with his or her age, gender, address, and 「User ID」 noted in (i) to the Company's reception desk (info@japan-travelguide.jp).

(iii) Once the user information is deleted, the Company sends an e-mail confirming deletion of information to the e-mail address from which the request for deletion was sent as prescribed in (ii).

7. User information acquired by the Company in relation to the Application shall be managed in accordance with the Company's privacy policy in addition to these Terms.

Japan Tourism Marketing Co.'s privacy policy

(<http://www.tourism.jp/privacy-policy/>)

NTT ADVERTISING, INC.'s privacy policy

(http://www.ntt-ad.co.jp/company/privacy_policy.html)

Article 4 (Prohibited items)

1. In using this Application, the user may not perform the following acts.

(1) Change the Application under any circumstances through reproduction, disassembly, additions, editing, deletion of material, erasure, alteration, restructuring, or any other method.

(2) Analyze the Application under any circumstances through reverse engineering, reverse compiling, reverse assembly, or other methods.

(3) Transfer, offer as collateral, or otherwise dispose of or grant to another party one's usage rights etc. regarding the Application, be it for compensation or not.

(4) Delete, remove, or otherwise alter the Application's display of copyright or other marks denoting ownership under any circumstances.

(5) Transfer, resell, or otherwise dispose of or grant to another party the rights conferred by the Application, be it for compensation or not.

(6) Use the Application for illegal purposes.

(7) Intentionally transmit misinformation regarding the Application or transmit harmful computer programs etc.

(8) Perform actions that impede or threaten to impede the business operations of JTB group companies and NTT group companies.

(9) Perform actions that violate laws & ordinances, this agreement, or public order & morals; that damage public trust in JTB group companies or NTT group companies; or that are otherwise disadvantageous to our company.

(10) Other acts deemed inappropriate by the company.

Article 5 (Exclusion of Anti-social Forces)

The User asserts he or she does not fall under any of the following items, and he or she firmly promises not to fall under any of the following items in the future.

1. The User is an organized crime group (Act on Prevention of Unjust Acts by Organized Crime Group Members Article 2, No. 2 (Act No. 77 of 1991)), organized crime group member (Act on Prevention of Unjust Acts by Organized Crime Group Members Article 2, No. 6), person who has no longer been an organized crime group member for less than five years, or an equivalent thereof, or a person who is or has a close relationship with an organized crime group or organized crime group members (hereinafter referred to individually or collectively as 「Organized Crime Group Member」).

2. Deemed to be under the control of an Organized Crime Group Member.

3. Deemed to have used the strength and influence of an Organized Crime Group Member for the purpose of achieving unfair property advantage, or engaged with an Organized Crime Group Member for the purpose of using the strength and influence of an Organized Crime Group Member.

4. Deemed to be involved in the funding, provision of accommodation, or undue preferential treatment in regard to an Organized Crime Group Member.

Article 6 (Ownership of Rights)

1. Copyright (including those rights stipulated in Article 27 and Article 28 of the Copyright Act; the same shall apply hereinafter) or other intellectual property rights, the right to use, and all other rights pertaining to this Application belong to the Company or persons designated by the Company therein. The User may not use information pertaining to this Application beyond the scope of private use as prescribed in the Copyright Act without obtaining written consent from the Company.

2. Intellectual property rights, including the copyright of information entered into this application by the User (henceforth referred to as "entered information" and encompassing all information entered into this Application by the User, including images and comments) belong to the Company or persons designated by the Company therein from the point the registration information is entered into this Application.

Article 7 (Subcontracting)

The company may entrust business, including the handling of user information, to subcontractors within the extent necessary to achieve the purpose of use. In this event, the Company shall assume oversight responsibility so that user information is handled properly by such subcontractors upon entering into a confidentiality agreement pertaining to user information shared between the Company and the subcontractors.

Article 8 (Revision or Termination of these Terms)

The Company shall be able to change the Application, these Terms, or the management entity as needed without obtaining permission from the Users.

If the User continues to use the Application following such changes, the User is deemed to have consented to the changes.

In the event these Terms are revised, the Company shall post information to that effect on the Company website (http://www.japan-travelguide.jp/index_en.html) and notify or announce to that effect to the User in a way considered appropriate by the Company.

Article 9 (Interruption or Discontinuation of Use etc.)

1. In the event any of the following items Application, the Company shall interrupt or discontinue provision of all or part of the Application per the User's discretion.

(1) In the event of natural disasters such as fire, earthquake, or flooding, emergencies such as war, turmoil, or rioting, power outages, labor disputes, or any other emergency occurs or is likely to occur.

(2) In the event of regular or urgent maintenance of Company designated servers or other equipment operated and managed by the Company related to the Application.

(3) In the event the Application cannot be used due to anomalies, failures, etc. in the Company designated servers or other equipment or software operated and managed by the Company related to the Application.

(4) In the event the company determines it is desirable to interrupt all or part of the operation of the Application.

2. In the event the Company interrupts or discontinues provision of all or part of the Application pursuant to the provisions of the preceding paragraph, the Company shall make notice to that effect to the User in advance in a way deemed appropriate by the Company. Provided, however, the company may interrupt or discontinue provision of all or part of the Application without such posting in case of an emergency.

3. The Company may, in the event of any of the items detailed below, and without notifying the User, delete or partially remove registration information, or adjust its color or brightness (henceforth referred to as "deletion etc."). The Company may also perform deletion etc. of user information at the request of the User.

(1) The information entered by the User exceeds the storage capacity stipulated by the administrator.

(2) The information entered by the User is found to contain incorrect information.

(3) The information entered by the User is found to violate, or potentially violate, laws and ordinances or public order and morals.

(4) The information entered by the user is deemed by the Company to fall within the scope of any of the preceding items.

(5) Other actions or information deemed inappropriate by the Company.

4. The Company is not liable for any damages arising for the User or a third party as a result of the interruption, discontinuation, or deletion etc. of all or part of the Application.

Article 10 (Disclaimer)

1. Regarding content of information obtained by the Company from the User or third parties through the content of the Application or the Application, the Company gives no guarantee regarding the integrity, accuracy, reliability, usefulness, or lack of defect thereof.

2. In the event damage arises for the User or a third party (including other Users) from the use of the Application by the User, the User is responsible for resolution pertaining to such damages without causing damages to befall the Company.

3. The company is not liable for damages caused by the provision of the Application or acts of the User or the Company in accordance with these Terms (including but not limited to defects or failure of the Application, failure of the user's mobile device caused by the installation of the Application on said device, damages caused by careless use of the Application by the User, or changes, interruption, discontinuation, or disputes on business transactions pertaining to the Application).

4. In the event the company is liable for damages to the user due to consumer contract law or other reasons irrespective of the provisions of indemnity the company from liability for damages of the previous paragraph, the Company's liability shall be limited to actual direct and normal damages that befall the user due to default or tort by the Company as a result of negligence (except for gross negligence).

Article 11 (Discreteness)

Even if any of the provisions or clauses of this agreement are invalidated, the other provisions & clauses of the agreement shall remain in complete effect.

Article 12 (Restitution)

If the company should incur damages as a result of a user violating this agreement, the user shall bear all responsibility for those damages.

Article 13 (Compliance with laws & ordinances etc.)

In using the Application, the user shall comply with not only this agreement but also all related laws, government ordinances, ministerial ordinances, local ordinances, regulations, and legal directives etc.

Article 14 (Applicable law & jurisdiction)

The law applicable to this agreement shall be Japanese law. Also, if a dispute should arise regarding this agreement or the Application between the company and the users, the parties agree that Tokyo District Court shall have exclusive right to first hearing. Furthermore, if this agreement is translated into other languages and there is a discrepancy between the Japanese text and the translated text, the Japanese-language document shall take precedent.

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