

JP-MIRAI Portal Application Terms of Use

These Terms of Use (hereinafter referred to as the "Terms") JP-MIRAI (hereinafter referred to as "the Corporation"). The JP-MIRAI Application (hereinafter referred to as the "Application"). (hereinafter referred to as the "Service"). It stipulates the terms of use.

Article 1 (Terms of Use)

- 1 These Terms of Use shall apply to all relationships related to the use of this service between the user and the corporation.
- 2 In addition to these Terms, the Corporation shall comply with various provisions such as rules for use of this service (hereinafter referred to as "individual provisions"). You may want to do so. These individual provisions, regardless of their name, shall constitute a part of this agreement.
- 3 In the event that the provisions of this agreement conflict with the provisions of the individual provisions of the preceding paragraph, the provisions of the individual provisions shall take precedence unless otherwise specified in the individual provisions.

Article 2 (Validity of these Terms, etc.)

- 1 This agreement shall take effect between the corporation and the user when the user agrees to this agreement. In addition, if the user is a minor, it is necessary to agree to this agreement with the consent of a legal representative such as a person with parental authority.
provided, however, that with respect to Article 10 (Compliance Matters), Paragraph 1, Items (1) to (6), (10), and (17) to (20), the User shall not be able to use the mobile phone or tablet terminal used by the User (hereinafter collectively referred to as the "User Terminal"). It shall be applied from the time of installation of this application.
- 2 The provisions of Paragraph 1 do not imply the transfer of copyrights or any other rights pertaining to the App and any content provided by the App to the User.
- 3 Any of the provisions of this agreement, or part thereof, are subject to the Consumer Contract Act (Act No. 61 of 12. Hereinafter referred

to as the "Consumer Contract Act". Even if it is determined to be invalid under other laws and regulations, the other provisions of this agreement and the remaining part of the provision that is determined to be invalid in part shall continue to remain in effect.

- 4 Agreements based on these Terms (hereinafter referred to as the "Agreement"). In the event of termination, the user will not be able to use this application for any reason. The user shall immediately stop using this application and promptly delete this application on the user terminal in accordance with the instructions of the corporation.

Article 3 (Prohibition of Assignment of Rights and Obligations)

The User may not allow a third party to succeed to the contractual status of this Agreement, or transfer, succeed, or provide as collateral all or part of its rights and obligations under this Agreement to a third party.

Article 4 (Restrictions on the Application)

- 1 The target models of this application will be posted separately on the JP-MIRAI [Portal \(JP-MIRAI Portal\)](#).
- 2 Depending on the type of user's device, the contents and other information of this application may not be displayed correctly.
- 3 Filtering service (refers to a service related to Internet or site browsing restrictions) related to the user terminal. You may not be able to use all or part of this application.
- 4 Depending on the condition of the user's terminal (when it is out of service or in a place with weak radio waves, when packet communication is not possible, when the power is not turned on, etc.), the status of the service in the communication service, the state of the Wi-Fi communication network, or the setting status of the user's device, all or part of this application may not be available.
- 5 Applications other than this application installed on the user's terminal may cause the operation of the user's device to become unstable.

- 6 If the Corporation deems it necessary, the Corporation may change, suspend, discontinue, or abolish all or part of the App without prior notice to the user.
- 7 If this application is deleted from the user device, even if this application is installed again, the data before the deletion of this application may not be available.

Article 5 Suspension of Provision of the Service, etc.

1. If the Corporation determines that there is any of the following reasons, the Corporation may suspend or suspend the provision of all or part of the Service without prior notice to the user.
 - (1) When performing maintenance, inspection, or updating of the computer system related to this service
 - (2) When it becomes difficult to provide this service due to force majeure such as earthquakes, lightning strikes, fires, power outages, or natural disasters.
 - (3) When a computer or communication line is stopped due to an accident
 - (4) In addition, when we judge that it is difficult to provide this service.
2. The Corporation shall not be liable for any disadvantage or damage incurred by the user or a third party due to the suspension or interruption of the provision of this service.

Article 6 (Disclaimer of the Corporation)

- 1 We are not responsible for any factual or legal defects in this service (including defects related to safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, security, etc., errors or bugs, infringement of rights, etc.). We do not explicitly or implicitly guarantee that there is no such thing.
- 2 We are not responsible for the backup of this application and other information related to this application.
- 3 The Organization shall not be liable for any of the matters set forth in the following items, except in cases of willful misconduct or

gross negligence on the part of the Corporation, and the User shall resolve the matter at his or her own risk.

- (1) Damage incurred by the user and a third party as a result of violating the provisions of this agreement
 - (2) Damage to the user due to the provision of this application, delay, restriction, change, addition, abolition, suspension, or discontinuation, as well as the loss of information provided through this application and data related to this application.
 - (3) The user's use or non-use of this application, or other damages caused by the user in connection with this application
4. Notwithstanding the provisions of the preceding two paragraphs and other provisions that exempt the Organization from liability for damages due to the application of the Consumer Contract Act or other reasons, even if the Organization is liable for damages to the User, the liability of the Corporation shall be the responsibility of the Corporation (excluding gross negligence). Of the damages incurred by the user due to default or tort by the above, it is limited to direct and ordinary damages that actually occur.

Article 7 (User Registration)

- 1 This application requires user registration to use part of this service.
- 2 When the user registers as a user, the user must register true and accurate information.
- 3 Those who have registered as users (hereinafter referred to as "user registrants"). We will endeavor to ensure that the registration information is always true and accurate, and if there is a change in the content of the registration information, we will promptly update or correct the information from this application.
- 4 In the event that any of the following items applies, the Organization may delete the registration information of the user registrant without prior notice or consent to the user registrant, suspend the provision of services under the user registration system, and refuse to use the user registration system thereafter.

- (1) If the user registration information contains false information
- (2) If the registrant does not exist
- (3) In the event that the user registrant illegally uses the user registration system
- (4) In the event that the User Registrant violates the content or purpose of this Agreement or commits an inappropriate act in light of this Agreement
- (5) The user registrant is an anti-social force (Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of Heisei 3)), a member of an organized crime group (Article 6), a person who has not been a member of an organized crime group for less than 5 years, a quasi-member of an organized crime group, or a company related to an organized crime group, a corporate racketeer, etc., a person who belongs to a social movement, a special intelligence group, or other equivalent persons. In this agreement, it also applies to organizations outside of Japan. When it is recognized that it is
- (6) When the user registrant uses antisocial forces for the purpose of making an unfair profit for himself or herself or a third party, or for the purpose of causing damage to a third party.
- (7) When the user registrant directly or actively cooperates with or is involved in the maintenance and operation of antisocial forces, such as supplying funds or providing benefits to antisocial forces.
- (8) If the user registrant knows that it is an anti-social force and uses it unfairly.
- (9) When the user registrant has a socially reprehensible relationship with antisocial forces
- (10) When the user registrant commits a prohibited act stipulated in the Tokyo Metropolitan Ordinance for the Elimination of Organized Crime Groups (Tokyo Metropolitan Ordinance No. 54 of 23)
- (11) In the event that the user registrant falls under any of the following, or when it is found that the user has fallen under any of the following.

- A person who has been sentenced to imprisonment or more until the execution is completed or until the execution is no longer carried out.
- (12) If the user registrant is staying in Japan without holding any status of residence
- (13) In the event that the user registrant violates this agreement
- (14) In addition, when we reasonably judge that it is inappropriate as a user registrant based on reasonable grounds.
- 5 The Organization shall not be liable to the user registrant or any third party for any damage or disadvantage caused by a violation of Paragraph 2 or Paragraph 3 or due to the suspension of use of the service under the user registration system set forth in the preceding paragraph.
- 6 The provisions of Article 1 (Terms of Use) to Article 6 (Disclaimer of the Corporation), Paragraph 1 of Article 7 (User Registration), Paragraph 5 and Paragraph 6 of the same Article, Article 9 (Consent to Acquisition of Information) to Article 11 (Responsibility of the User), Article 13 (Implementation of Questionnaire Surveys), Article 14 (Contact from the Corporation, etc.) to Article 19 (Dispute Resolution) shall remain in effect even after the termination of user registration.

Article 8 (Management of Login ID, etc.)

- 1 The user registrant shall be responsible for the management and confidentiality of the user registrant's login ID, etc. The user registrant may not allow others to use his or her login ID. In the unlikely event that your login ID is leaked to a third party, or if it is found that your login ID has been used without the knowledge of the user registrant , please contact us immediately during the following business hours.

Personal Information Protection Manager:

JP-MIRAI

Person in charge: Tsutomu Okada

TEL:03-6261-5539

Email: Ask @JP-Miri.org

Business hours: Monday to Friday, Monday to Friday, excluding Japan holidays, from 9:00 a.m. to 6:00 p.m. (Japan time)

- 2 Any act performed using the login ID, etc. shall be deemed to be the responsibility of the user registrant who owns the login ID.
- 3 The User Registrant who owns the Login ID shall be responsible for any damage or disadvantage caused by inadequate management or misuse of the Login ID by the User Registrant, or the use of the Login ID by a third party, etc., and the Organization shall not be liable for any such damage.

Article 9 (Consent to Acquisition of Information)

We will handle the personal information of users in accordance with our privacy policy. The user agrees that we will handle personal information in accordance with this privacy policy.

Article 10 (Matters to be observed)

1. When using this application, the user shall not engage in any of the following acts or acts that the corporation deems to fall under any of the following items.
 - (1) The act of duplicating this application
 - (2) Acts of translating, modifying, reverse engineering, decompiling, or disassembling the App.
 - (3) Acts of disclosing, providing, selling, distributing, making transmittable, publicly transmitting, lending, transferring, reusing, or otherwise disposing of all or part of this application to a third party, regardless of whether for a fee or free of charge.
 - (4) Acts that violate these Terms of Use or laws and regulations, or acts that are contrary to public order and morals.
 - (5) Acts that infringe intellectual property rights such as copyrights, trademark rights, patent rights, honor rights, privacy rights, portrait rights, and other legal or contractual rights of the Corporation or a third party.

- (6) Acts that damage the credibility of the App or others, or acts that are intended to harass or slander others.
- (7) Acts for the purpose of sexual acts or obscene acts, or acts for the purpose of meeting or dating unacquainted members of the opposite sex.
- (8) Acts of using this application for commercial purposes such as buying and selling goods.
- (9) In addition to the cases listed in the preceding three items, the act of using this application for a purpose different from the intended purpose of use of this application.
- (10) The act of posting employment placements, regardless of whether they are paid or unpaid (human resource introductions, placements, etc.)
- (11) Acts of interfering, losing, damaging, or otherwise restricting the software, hardware, or communication equipment of another person's computer without having legitimate access rights (including posting or sending computer viruses). or using or attempting to use the software, hardware, or communication equipment of another person's computer without having proper access rights.
- (12) hypocrisy の情報を流布させる行為
- (13) Stalking
- (14) Acts of impersonating the Corporation or a third party
- (15) Acts that cause disadvantage or damage to other users of this service or other third parties, or acts that slander
- (16) Criminal acts, crime acts, and criminal acts, such as the 悞準備、補助し若しくは控る行為
- (17) Acts that fall under Article 7, Paragraph 4, Items 6 to 10, or other acts of cooperation with antisocial forces
- (18) Acts of illegally collecting, disclosing, or providing personal information, registration information, usage history information, etc. of others
- (19) This application or equipment managed by this corporation or a third party and provided for this application (hereinafter

referred to as "this corporation equipment"). (Including acts that cause a large amount of traffic and place an excessive load on the facilities of the Corporation, etc.))

(20) Acts of intentionally using defects of this application, acts of making unreasonable inquiries or demands to this corporation, other acts that interfere with the operation or use of this application, or acts that interfere with these.

(21) Acts that encourage any of the above acts

(22) Other acts that the Corporation reasonably deems inappropriate based on reasonable grounds.

- 2 If any of the items of the preceding paragraph are recognized as an act that falls under any of the items of the preceding paragraph or an act that the Corporation determines is likely to fall under any of the items, the Organization will suspend the use of the service for the user. In that case, we shall not be liable for any disadvantage or damage incurred by the user or a third party.
3. In determining whether to suspend the use of the service for the user in accordance with the provisions of the preceding paragraph, the corporation may access the user's postings, replies, and other personal information.
4. When using the App, the User shall take care not to infringe the copyright of the App or other rights of a third party, and in the event that a dispute arises with a third party as a result of the User's use of the App as a result of infringement or risk of infringement of the rights of the third party, the User shall resolve the dispute at the User's own responsibility and expense.
5. In the event that the Organization suffers any loss or damage, or incurs any expenses, directly or indirectly, due to the use of the App by the User, the User shall immediately compensate for this in accordance with the request of the Corporation.

Article 11 (User Responsibilities)

- 1 The user shall use this application at his / her own risk, and shall be responsible for all acts taken in this application or as a result

of using this application, except as otherwise provided in this agreement.

- 2 In using this application, the user shall prepare the necessary means of communication such as mobile terminals at the user's expense and responsibility.
- 3 In the event that data communication occurs while using this application, the user shall bear the communication charges.

Article 12 (Cancellation of User Registration)

The user shall be able to cancel the user registration on this service by the user registration cancellation procedure separately specified by the corporation.

Article 13 (Implementation of Questionnaire Surveys)

- 1 We may conduct questionnaire surveys for users for the purpose of improving services, the migration process of foreigners, and the living and working environment.
- 2 In order to conduct the questionnaire survey, we may use the registered contact information to contact the registered user.

Article 14 (Contact, etc. from the Corporation)

- 1 Communication from the Corporation to the User regarding the App shall be by posting on the App or by any other method that the Organization deems appropriate.
- 2 In order to confirm the registered contents, etc., we may use the registered contact information to contact individual user registrants.
- 3 Inquiries from users to the Corporation regarding this application shall be made by "e-mail inquiry" of this application.

Article 15 (Intellectual Property Rights)

Copyrights and other intellectual property rights related to this application and the information provided by this application

(hereinafter referred to as "copyrights, etc.").) belongs to the corporation or a third party who owns the rights to the copyright, etc. We warrant that we have the right to provide this application to users and license the use of this application.

Article 16 (Exclusion of Antisocial Forces)

The user represents and warrants to the corporation that it does not fall under any of Article 7, Paragraph 4, Items 5 to 10 now and in the future.

Article 17 (Third-Party Services, etc.)

1 Users may use services provided by third parties such as X (formerly Twitter) and Facebook (hereinafter referred to as "Third-Party Services, etc."). When using this application, you must separately comply with the terms of use and other provisions set forth by the third party.

In addition, some social networking services (SNS) may automatically send information such as user ID and the site you are accessing to the SNS from the website when you visit a website that has a "button" of the SNS, etc., even if you do not press the "button". For details, please refer to "Notes for SNS Users" (Personal Information Protection Commission website).

[Notes for SNS Users|Personal Information Protection Commission \(ppc.go.jp\)](http://ppc.go.jp)

Please check the privacy policies of other social media and other services used in this application on the websites of each business.

2 The Corporation shall not be liable for any damages incurred by the User due to the User's use of the Third Party Services, etc., or disputes between the User and the third party, except in cases of willful misconduct or negligence on the part of the Corporation.

Article 18 (Consignment)

The Corporation may outsource all or part of the work related to the provision of the services of this application to a third party without the consent of the user. In this case, we will be responsible for managing and supervising the third party who is the contractor.

Article 19 (Modification of the Terms, etc.)

1 The Corporation may change or terminate this agreement without obtaining the consent of the user by notifying the user in advance by one of the following methods. In this case, we will notify the user

of the change or termination of this agreement by posting it on this application or by an equivalent method.

- 2 After posting the change or termination, the user shall be deemed to have agreed to this agreement after the change or termination is completed at the time when the user uses the service provided by this application for the first time.

Article 20 (Quasi-Jurisdiction and Jurisdiction)

- 1 In the event of a dispute regarding these Terms, the Tokyo District Court or the Tokyo Summary Court shall be the exclusive jurisdictional court of the first instance in accordance with the laws of Japan.
- 2 The official text of these Terms of Use shall be Japanese. Even if a translation of this agreement is prepared in English or other languages for reference, only the original Japanese text shall have the effect of the contract, and the translation in any other language shall have no effect.

Article 21 (Dispute Resolution)

In the event of any doubt regarding matters not stipulated in these Terms of Use or the provisions of each provision of these Terms, the parties shall consult in good faith and decide on a corrective course in accordance with the intent of this Agreement.

(Date of enactment)

These Terms of Use shall take effect on June 1, 2022.

Revised: July 29, 2022

Revised: July 4, 2023

Revised: April 1, 2024

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