

National Research and Development Agency
National Institute for Materials Science

DICE Account Terms of Use

National Institute for Materials Science

Established on January 17, 2023

DICE Account Terms of Use (hereinafter referred to as “Terms”) set forth the terms and conditions of use of the account (as defined in Article 1 below; hereinafter referred to as “DICE Account”) for using various services under the materials data platform “DICE” that is managed and operated by the National Research and Development Agency National Institute for Materials Science (hereinafter referred to as “Institute”).

Registrants (as defined in Article 1 below) of the DICE Account are obligated to comply with these Terms when using the DICE Account, and upon registration as users of the DICE Account, Registrants are deemed to have agreed to these Terms, the site policy (<http://www.nims.go.jp/siteinfo/site-policy.html>) and the privacy policy (<http://www.nims.go.jp/siteinfo/privacy-policy.html>) on the official website of the Institute. Therefore, please carefully read these Terms, the site policy and the privacy policy before registration.

Article 1: Definition

For the purpose of these Rules, the following terms shall have the meaning respectively prescribed in the following items.

- (1) “DICE” The materials data platform managed and operated by the Institute, named “DICE,” including, without limitation, the subsystem group for providing various services of DICE and the accompanying web pages and applications.
- (2) “DICE Account” The account for using various services provided by DICE. One (1) account shall be created for one (1) email address that is registered for use.
- (3) “Registrants” Individuals who have completed the registration for use of the DICE Account pursuant to Article 5 of these Terms.
- (4) “ID-PW” User ID issued for each account and the password (PW) set by Registrant. When multi-factor authentication is used, the ID-PW shall include the authentication information used therefor.

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- (5) “Use Agreement” Agreement for use of the DICE Account that includes these Terms in the content.
- (6) “Site” Portal page of the DICE Account and web page of DICE.
- (7) “Project Affiliated Organizations” Twenty-four (24) educational and research institutions specified in Exhibit, other than the Institute, that are the hub organizations and spoke organizations that are adopted for the Advanced Research Institute for Materials and Nanotechnology in Japan (hereinafter referred to as “ARIM Project”) of the Ministry of Education, Culture, Sports, Science and Technology. The Project Affiliated Organizations shall be responsible for the operation of the services concerning the ARIM Project, out of various services provided by DICE.

Article 2: Application and Amendment to These Terms

- 1. These Terms shall apply to all matters in conjunction with the use of the DICE Account provided by the Institute.
- 2. Provisions announced through DICE from time to time by the Institute and provisions for use posted on the Site when using the DICE Account shall also constitute a part of these Terms.
- 3. The Institute and the Project Affiliated Organizations shall separately establish the terms of use setting forth the terms and conditions of use of various services available with the DICE Account (hereinafter referred to as “Terms of Service”). Users shall comply with the provisions of the Terms of Service as well as these Terms when using various services. In the case of any conflict between the provisions of these Terms and the provisions of the Terms of Service, the provisions of these Terms shall prevail.

Article 3: Amendment of Terms

- 1. The Institute may amend the details of these Terms at any time without prior consent of Registrants. The Terms after such amendment shall be announced to Registrants on the Site and by using the method that is deemed reasonable by the Institute at least one (1) week prior to the effective date of the Terms as amended. Registrants shall be deemed to have agreed to the Terms as amended when using the DICE Account on or after the effective date of the Terms as amended.
- 2. In addition to the case described in the preceding paragraph, when the Institute judges it necessary, the Institute shall notify Registrants of necessary information from time to time. Registrants shall be deemed to have agreed to such information when using the DICE Account on or after the day following the date of notification.

Article 4: Systems Covered by DICE Account

- 1. The Institute shall issue to Registrant the DICE Account available for common login to the covered systems listed below under the terms and conditions prescribed in these Terms. The procedures necessary in connection with the commencement of use of various services shall be in accordance with the Terms of Service for such services to be used:

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- (1) NIMS Materials Database System “MatNavi”
 - (2) Materials Data Repository System “MDR”
 - (3) Data Accumulation and Sharing System “RDE”
 - (4) Data Accumulation and Sharing System “RDE” (to be used in the ARIM Project)
 - (5) User registration system
2. The Institute may add, change or delete all or a part of the covered systems listed in the preceding paragraph without consent of Registrants.

Article 5: Registration for Use

1. Registration for use of the DICE Account shall be completed when the person who desires to use the DICE Account submits an application to the Institute for registration for use on the Site and the Institute approves the use registration. Upon completion of use registration, the Use Agreement shall be concluded between the individual whose use registration has been approved as Registrant and the Institute.
2. When the Institute judges that one of the following events exists in relation to the applicant for use registration, the Institute may disapprove the application for use registration, and the Institute shall not assume any obligation to disclose the reason therefor.
 - (1) If the applicant does not exist;
 - (2) If the applicant has reported false information at the time of application for use registration;
 - (3) If the application is made by a person who has committed a violation of these Terms or the Terms of Service; or
 - (4) If the institute has otherwise judged that the use registration is not appropriate.

Article 6: Notice of Completion of Registration

Promptly upon completion of registration for use, the Institute shall give Registrant notice of completion of registration. Registrants may use the DICE Account after the receipt of the notice of completion of registration.

Article 7: Notification of Changes

1. When, with respect to Registrant, the name, place of work, member organization or other information registered in connection with the use of the DICE Account (excluding e-mail address) is changed, Registrant shall promptly report the change to the Institute by updating the relevant information on the user information registration page of the Site.
2. If Registrant causes any damage, etc., to the Institute or any third party due to the Registrant's failure to make changes and the like to the registered information, Registrant shall compensate for such damage, etc. The Institute shall assume no liability for any damages caused to Registrant or other persons due to such failure to make changes and the like to the registered information.

Article 8: Management of ID-PW

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1. Registrants shall comply with the following matters and the Institute shall assume no liability for damages caused to Registrants or other persons arising out of the management or usage conditions of the ID-PW:
 - (1) To not disclose or lend the ID-PW to, or share the ID-PW with, any third party other than themselves; and
 - (2) To carefully manage the ID-PW to avoid leaks or unauthorized use of the ID-PW.
2. If there exists the likelihood of loss, leak, theft, exploitation, appropriation, falsification or other unauthorized use of the ID-PW, Registrant shall immediately report it to the Institute.
3. If a person other than Registrant uses various services of DICE with the ID-PW, such act shall be deemed to be an act of Registrant, and Registrant shall compensate for damages caused to the Institute by such use. However, this shall not apply if the unauthorized use of the ID-PW of Registrant occurs due to a reason attributable to the Institute.

Article 9: Cancellation of Use Agreement

1. When Registrant cancels the Use Agreement of the DICE Account, Registrant shall submit an application for such cancellation on the Site. The Use Agreement of the DICE Account shall terminate at the time when the Institute has accepted the application for such cancellation.
2. If Registrant cancels the Use Agreement of the DICE Account, Registrant shall become unable to use various services with such DICE Account and lose all rights held as Registrant and a user of various services. The procedures necessary in connection with the termination of use of various services shall be in accordance with the Terms of Service for such services that cease to be used.
3. The Institute shall not assume any liability for damages caused to Registrants or third parties as a result of the preceding paragraph, and Registrants agree to this.
4. In no event may the Institute provide the means to restore the account cancelled.

Article 10: Prohibited Acts

Registrants shall not commit any of the following acts:

- (1) Use of the DICE Account in violation of these Terms;
- (2) Resales of the DICE Account, provision or sublicensing of use of the DICE Account to a third party;
- (3) All acts of making the functions of the DICE Account available to any person other than Registrants;
- (4) Disclosure, provision or sublicensing use of the ID-PW to a third party and other acts in connection with the ID-PW, except for those licensed under these Terms;
- (5) Act of making an unauthorized access to the system of the Institute or the system of the DICE Account;
- (6) Act that interferes with the operation of services by the Institute or damages the credibility of

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- the Institute;
- (7) Act of impersonating another person;
 - (8) Act of sharing one (1) DICE Account with other person(s).;
 - (9) Act of offering benefits directly or indirectly to an Anti-social Force in connection with the service of the Institute; and
 - (10) Any other acts deemed inappropriate by the Institute.

Article 11: No Transfer of Rights

Registrants shall not transfer to others the whole or any part of the rights or obligations they have as Registrant of the DICE Account.

Article 12: Restrictions on Use

If the DICE Account is used in an inappropriate manner, or if the Institute otherwise judges it necessary for, inter alia, the appropriate management or efficient operation of the DICE Account, the Institute may impose, on specific Registrants, restrictions, including, without limitation, suspension or cancellation of use of the DICE Account.

Article 13: Service Change, etc.

1. Whenever the Institute is unable to provide services of the DICE Account due to system maintenance, power failure or other event, or whenever the Institute otherwise judges it necessary for the management or operation of the system, the Institute may, as needed, amend the whole or any part of the service content of the DICE Account, or suspend or discontinue the provision of services (hereinafter referred to as "Service Change, etc.")
2. The Institute may make the Service Change, etc., under the provision of the preceding paragraph without notice to Registrants.
3. The Institute shall not assume any liability for damages caused to Registrants as a result of the Service Change, etc.

Article 14: Suspension of Account

1. If no login using the DICE Account is identified during the period of time designated by the Institute, the Institute may suspend the use of such DICE Account.
2. The Institute shall not assume any liability for damages caused to Registrants or third parties as a result of unavailability of various services under the preceding paragraph.

Article 15: Termination of Use Agreement

1. If the Institute judges that one of the following events exists in relation to Registrant, the Institute may immediately terminate the Use Agreement of the DICE Account and disable the DICE Account of Registrant without giving prior notice to, or obtaining prior consent of, Registrant:
 - (1) If one of the events described in the items of paragraph 2 of Article 5 above exists or is likely to exist in relation to Registrant;
 - (2) If Registrant has caused or allowed a person other than Registrant to use the DICE Account;

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- (3) If Registrant has spread false information relating to DICE and the DICE Account or otherwise interfered with the operation or damaged the credibility of the Institute;
 - (4) If Registrant has violated or may have violated these Terms; or
 - (5) If the Institute has otherwise deemed it inappropriate to allow Registrant to use the DICE Account.
2. The Institute shall not assume any liability for damages caused to Registrants or third parties as a result of the preceding paragraph, and Registrants agree to this.

Article 16: Handling of Registrant Information

1. The accessing device's IP address, unique identifier of the DICE Account used, date and time of use, use page, usage environment (OS, browser information, version thereof) and access source URL (hereinafter referred to as "Access Log") are automatically collected in connection with DICE. Before using DICE and the DICE Account, Registrants shall agree that the Access Log so collected will be used as information for making a decision as for operation of DICE, system maintenance, analysis of usage conditions, improvement in convenience of services, etc. The Institute will not use such Access Log for any purpose other than the above-described purposes.
2. DICE uses cookies when providing services.
3. The Institute's site policy and privacy policy shall apply to the protection of the information and privacy of Registrants in connection with use of DICE and the DICE Account.
4. The Institute may disclose or publicly release, etc., the registrant information and the Access Log acquired under paragraph 1, keeping in mind that such Access Log should be processed in a personally unidentifiable form.
5. The Institute may provide the registrant information of persons who use DICE in the ARIM Project and the Access Log to the Project Affiliated Organizations and the Ministry of Education, Culture, Sports, Science and Technology in a personally identifiable form only to the extent necessary for the operation of the ARIM Project.
6. Registrants agree that the Institute may disclose the information described in paragraph 1 and paragraph 3 to third parties in the following cases:
 - (1) When, for the purpose mentioned in paragraph 1, the information is disclosed to those who are bound by any contractual or other obligation of confidentiality;
 - (2) When the service of operation of the DICE Account is contracted out to the person who has executed the relevant agreement; or
 - (3) When the Institute is required by laws and regulations to disclose such information.

Article 17: Disclaimer

1. If a dispute with a third party arises out of registration or use of the DICE Account, Registrant shall settle the dispute at its own responsibility and cost, and the Institute shall assume no

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liability for such dispute.

2. The Institute shall make no warranty, including the warranty that the DICE Account is operated and available at all times, that the DICE Account is free from delay, that failure or trouble is not caused in registering or using the account, and that the DICE Account is suitable for the purpose of Registrants, and the Institute shall assume no obligation or liability for such matter.
3. The Institute shall assume no liability for any matters arising from registration or use of the DICE Account.

Article 18: Compensation for Damages

If Registrant causes damages to the Institute in connection with use of the DICE Account, the Institute may claim damages against Registrant.

Article 19: Cancellation of Use Agreement

1. When the Use Agreement terminates due to cancellation of the Use Agreement, termination of the Use Agreement pursuant to Article 15, etc., Registrant shall lose the rights to use the DICE Account and various services.
2. Even after the termination of Use Agreement, these Terms shall remain in force with respect to matters arising in connection with use of the DICE Account.

Article 20: Exclusion of Anti-social Force

1. Registrant makes a firm commitment that Registrant does not fall under any of the following items as of the date of application for use and thereafter in the future:
 - (1) Registrant is an organized crime group, an organized crime group member, a quasi-organized crime group member, a racketeer group, a group engaging in criminal activities under the pretext of conducting social campaigns, etc., a crime group specialized in intellectual crimes, or other similar person (hereinafter referred to as “Anti-social Force”);
 - (2) Anti-social Force substantially controls or is involved in the management of Registrant;
 - (3) Registrant allows an Anti-social Force to use its name and becomes a party to the relevant agreement;
 - (4) Registrant provides funds, etc., or other benefits to, or has any other involvement with, any Anti-social Force; and
 - (5) Registrant has a relationship with any Anti-social Force that should be socially condemned.
2. Registrant represents and makes a firm commitment that Registrant shall not commit, by Registrant himself/herself or by using a third party, any act of using fraud, violence, or threatening behavior or statements, toward the Institute, any other person who uses the DICE Account and persons related thereto, any act of making an unjustifiable claim beyond legal entitlement, any act that damages the credibility of those persons referred to above, and any other acts similar to the aforementioned acts.
3. If Registrant breaches or is found to be in breach of any of the representations or firm

commitments under the preceding two paragraphs, the Institute may cancel the Use Agreement upon giving notice to Registrant, without any warning.

Article 21: Notice

Any notice given by the Institute to Registrants shall be made by e-mail, posting of information on the Site, or any other method deemed appropriate by the Institute. Even when the Institute gives notice to Registrant to the email address registered by Registrant and such notice is delayed in delivery or fails to be delivered, such notice shall be deemed to have arrived at the time when such notice should normally have arrived.

Article 22: Governing Law, Jurisdiction

1. The formation, effect, implementation and interpretation of these Terms shall be governed by the laws of Japan.
2. All disputes arising in connection with the Use Agreement, these Terms and the DICE Account shall be referred to the Tokyo District Court as the court of first instance having exclusive jurisdiction.
3. Notwithstanding the preceding paragraph, when the address of Registrant exists outside Japan, disputes arising in connection with these Terms and/or the Use Agreement between Registrant and the Institute shall be settled only by arbitration by the Japan Commercial Arbitration Association in Tokyo, Japan in accordance with its Arbitration Rules. The arbitral award shall be final and binding upon both Registrant and the Institute. The arbitration expenses (including fees of attorneys and lawyers) shall be borne by the losing party unless otherwise specified in the arbitral award.
4. The Japanese version of the Use Agreement and these Terms shall be the official version. In the event of any conflict between the provisions of the Japanese version and the English language translation thereof, the provisions of the Japanese version shall prevail.

Supplementary Provision

These Terms shall come into force on January 17, 2023.

Exhibit Project Affiliated Organizations (re: Article 1)

Hub organizations (5 Universities and Institutes)

Tohoku University

The University of Tokyo

Nagoya University

Kyoto University

Kyushu University

Spoke organizations (19 Universities and Institutes)

Hokkaido University

Chitose Institute of Science and Technology

Yamagata University

University of Tsukuba

National Institute of Advanced Industrial Science and Technology

Waseda University

Tokyo Institute of Technology

The University of Electro-Communications

Japan Advanced Institute of Science and Technology

Shinshu University

Nagoya Institute of Technology

Toyota Technological Institute

National Institutes of Natural Sciences Institute for Molecular Science

Osaka University

Japan Atomic Energy Agency

National Institutes for Quantum Science and Technology

Nara Institute of Science and Technology

Hiroshima University

Kagawa University

24 Universities and Institutes in total