Updated June 28, 2018

Terms of Use

(Aim)

• These Terms of Use prescribe matters between a user (hereinafter referred to as the "User") of the service provided by the entrance examination portal site UCARO (hereinafter referred to as the "Service") and ODK Solutions Company, Ltd. (hereinafter referred to as "ODK").

(Use of the Service)

- The Service can be used by registering an ID.
- Please register accurate information when registering an ID. If registered information changes, please promptly update your information in accordance with the method specified for the Service.
- Before registering an ID, the User agrees to directly provide ODK with information in order to register information for the Service and use the Service.
- The Service may reject ID registration if:
- 1. The User provides inaccurate information, such as false information, during the registration process;
- 2. Someone other than the User is judged to have registered the ID; or
- 3. The User has previously violated the Service rules or other terms of use.
- The User must obtain consent from his or her guardian or person with parental authority prior to using the Service if the User is a minor (less than 20 years old).

(ID and Password Management)

- The User is responsible for storing and managing his or her ID and password and should take great care to ensure they are not stolen, divulged, etc.
- When the Service has been accessed by entering the User's ID and password and using the ID, ODK deems said access to be use by the User that registered said ID, except when access is attributable to ODK.

(Prohibition of the Transfer of IDs)

• The User may not transfer, lend, or otherwise allow use of his or her ID by a third party other than the User.

### (Suspension of Use)

- ODK may suspend use of or delete an ID if any of the following circumstances or acts apply to the User. In such a case, the same measures may be taken against all IDs registered by the User if the User has registered multiple IDs.
- 1. The User is discovered to be violating or to have previously violated these Terms of Use;
- 2. The User is engaged in unauthorized use or acts that violate the Terms of Use of the Service or other conditions for use; or
- 3. The User is engaged in acts that violate or are likely to violate laws and regulations or public order and morals, or the User is engaged in acts that incite or encourage illegal acts.

## (Intellectual Property Rights Including Copyrights)

• Intellectual property rights and other rights relating to all programs, software, trademarks, trade names, or incidental technologies in general that constitute the Service belong to ODK unless specifically indicated.

## (Service Suspension or Discontinuation)

• ODK may suspend or discontinue provision of the Service in order to repair, conduct maintenance work, etc. on the system relating to the Service or to respond to unforeseen malfunctions. ODK shall not assume any responsibility to the User even in such circumstances.

### (Service Termination)

- ODK may make an announcement or notify the User and terminate provision of the Service.
- The announcement or notification provided in the preceding paragraph shall be made by ODK via the Service.
- When terminating provision of the Service by conducting the procedures provided for in this article, ODK and universities shall be indemnified from any claims made by the User in association with the termination of the Service, except for matters prescribed in laws and regulations.

## (Indemnity)

• The Service may be temporarily suspended due to telecommunication or equipment failures, to conduct maintenance work for the Service, etc.

• ODK shall not be liable for any compensation for damage if the User incurs damage due to a force majeure that cannot be attributed to ODK, such as a natural disaster.

(Alterations to the Terms of Use)

• These Terms of Use may be altered in whole or in part or added to depending on the state of operation and circumstances surrounding the Service.

(Agreed Court with Jurisdiction)

• The court with jurisdiction over the location of ODK shall be the exclusive agreed court with jurisdiction for all disputes between the User and ODK.

(Inquiries)

- Inquiries by telephone can be made during the following hours. Please note these hours when making inquiries.
- Point of contact for inquiries relating to the Service:

UCARO Administration Office Inquiries Desk

TEL: 050-3786-5524 Hours: 10:00-18:00

Period in which inquiries are accepted: Varies according to the application period

\* Please note that the office is closed between December 30 and January 3.

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## Handling of Personal Information

# (Definition of Personal Information)

• Personal information is information on a user (hereinafter referred to as the "User") of the service provided by the entrance examination portal site UCARO (hereinafter referred to as the "Service"), and means information that can identify the User. Information that can easily be linked to other information that enables the User to be identified, even if only a part of the personal information that is provided, is also considered to be personal information.

### (Inquiries Desk Concerned with Personal Information)

• Personal information registered in the Service shall be strictly managed in accordance with the Personal Information Protection Policy of ODK Solutions Company, Ltd. (hereinafter referred to as "ODK").

## (Purpose of Use of Personal Information)

• Personal information registered in the Service shall be used by ODK to operate the Service and analyze access to the Service as well as to send messages to the User from the UCARO Administration Office (e.g., maintenance related notices, informing of winning campaigns) using the messaging function, and shall not be used for any other purpose.

## (Handling of Personal Information by Contractors)

• The Personal Information Protection Policy for the Service also applies to the handling of personal information by operators contracted by ODK.