

Terms and Conditions of the Electronic Document Delivery Service

These Terms and Conditions (hereafter “the Terms”) set forth the conditions for using the Electronic Document Delivery Service (hereafter “the Service”) provided by Waseda University Library (hereafter “the Library”) in accordance with the Copyright Act.

1. Application

1.1. Use of the Service requires agreement to the Terms.

1.2. Users (hereinafter “the Users”) must comply with the provisions set forth in the Terms when using the Service. If the Users violate any of these provisions, the Library may take necessary measures, including restricting, suspending, or terminating their use of the Service.

2. Overview of the Service

The Service is a paid service that allows a part of a work from the Library’s holdings (some materials are excluded from the Service) to be converted into PDF files (hereinafter “the Delivered Files”) and transmitted over the Internet, within the scope permitted by the Copyright Act in terms of purpose, amount, and other conditions. Use of the Service requires the payment of an administrative fee as well as the compensation under the Copyright Act. All such fees shall be borne by the Users.

3. Specifications of the Delivered Files

3.1. The Delivered Files provided through the Service are scanned at 200–300 dpi. In principle, they are reproduced in color and converted into PDF files.

3.2. The header of each Delivered File includes the User ID, and the footer includes the name of the library that created the data, the date of creation, and other relevant information.

3.3. To prevent unauthorized use, the Delivered Files are reproduced with measures that place identification marks on at least two locations evenly across each page, using either digital or analog methods. These marks are also placed over copyrighted visual or photographic works

appearing on the page.

4. Fees for the Service

4.1. The fees for the Service (hereinafter “the Fees”) consist of the amount corresponding to the compensation determined by the Society for Administration of Remuneration for Public Transmission by Libraries or Similar Facilities (hereinafter “SARLIB”), including applicable consumption tax, together with the administrative fee.

4.2. The Library will notify the Users of the Delivered Files, the Fees determined under Section 4.1, and the method of payment, to the email address registered with Waseda University (Waseda Mail). The Fees will be incurred at the time the Library issues this notification.

4.3. The Users shall pay the Fees to the Library within the deadline separately specified by the Library.

4.4. Should the Users have any questions regarding the Fees, they must contact the Library before placing a request. In principle, cancellations are not permitted after submission of a request. Payment of the Fees constitutes agreement to the amount charged.

5. Delivery of the Files

The Users will be provided with a link to access and download the Files. Viewing and downloading must be completed within the designated period set by the Library. After that period, the link will expire and become invalid.

6. Eligible Users of the Service

The Service is available only to full-time faculty and administrative staff, and graduate students of Waseda University who hold valid Library privileges and have agreed to the Terms. Users who lose their Library privileges under this status will no longer be eligible to use the Service.

7. Handling of Personal Information and Related Information

7.1. The Library shall obtain and retain, for a certain period of time, information on the Users' use of the Service as necessary for the proper operation of the Service.

7.2. The Library shall provide SARLIB with information on the usage records of the Delivered Files within the scope necessary for the operation of the Service and SARLIB's tasks related to the distribution of compensation to the copyright holders.

7.3. The information to be provided to SARLIB under the preceding paragraph shall be limited to the title of the copyrighted work in the Delivered Files, the pages transmitted, and the amount of compensation. Information that could identify an individual User, such as the User's name, address, telephone number, or email address, shall not be provided to any third party, unless the User has separately given consent or such provision is required by the Act on the Protection of Personal Information or other applicable laws and regulations.

7.4. By agreeing to the Terms, the User consents to the provision of information to SARLIB as set forth in Article 7.2.

7.5. In addition to the provisions set forth in the preceding paragraphs, the handling of personal information by the Library shall comply with the Act on the Protection of Personal Information and the "The Personal Information Security Rules" prescribed by the university.

8. Prohibited Acts

In connection with the use of the Service or the Delivered Files, any acts in violation of the Terms, the Copyright Act, the Civil Code, or other applicable laws and regulations are strictly prohibited. Examples of such prohibited acts include, but are not limited to, the following:

- (a) Transmitting the Delivered Files (including one obtained by means such as a screenshot) to others via email or other methods.
- (b) Uploading the Delivered Files (including one obtained by means such as a screenshot) to websites on the Internet, including posting on social networking services (SNS).
- (c) Making copies of the Delivered Files (including one obtained by means such as a screenshot) for the purpose of joint use with others.

(d) Failing to pay the Fees.

9. Responsibility of the Users

The Users shall use the Service at their own responsibility and shall be fully responsible for their use of the Service, as well as for all actions they take with respect to the Delivered Files and the outcomes thereof. However, this shall not apply in cases caused by reasons attributable to the Library.

10. Changes to the Service and Disclaimer of Liability

The Library may, without prior notice, change the content of the Service or suspend or discontinue the provision of all or part of the Service in the event of causes not attributable to the Library, such as system failures due to disasters or maintenance of the information system or telecommunications equipment. The Library shall not be liable for any damages incurred by the Users as a result of such changes, suspensions, or discontinuations.

11. Amendments to the Terms

The Library may, at its sole discretion, amend the Terms at any time without prior notice to the Users. In the event of such amendment, the Library shall notify the Users of the revised Terms and the effective date thereof in a manner designated by the Library.

12. Dispute Resolution and Agreed Jurisdiction

Any disputes arising between the Library and the Users in connection with the Service or the Terms shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

13. Governing Language

In the event of any discrepancy or inconsistency between the Japanese and English versions of these Terms and Conditions, the Japanese version shall prevail.