

Terms of Use of JGA Tour Guide Interpreter Search System (For Searchers)

These Terms of Use (hereinafter referred to as “these Terms”) establish the conditions for using the JGA Tour Guide Interpreter Search System (including “Japan Tours by Professionals”; hereinafter referred to as “this Search System”) provided by “Japan Guide Association” (hereinafter referred to as “JGA”) on this website. Use of this Search System requires agreement to all provisions of these Terms. Any use of this Search System shall be deemed as agreement to these Terms.

Article 1 (Purpose of the Search System)

This Search System is accessed by users of this Search System (hereinafter referred to as “Searchers”) seeking to search for National Government Licensed Guide Interpreter(s) registered with this Search System (hereinafter referred to as “Registered Guides”) for the purpose of finding tourist guide interpreters related to specific tourist destinations and requesting interpreting guide services (tourist guide services in foreign languages), and by Registered Guides for the purpose of accepting such interpreting guide services.

Searchers may freely search and view this Search System, whether they are individuals, corporations, or organizations.

These Terms shall apply to all relationships between Searchers and JGA concerning the use of this Search System.

Article 2 (Position of JGA)

JGA is not a party to any transactions involving the commissioning of interpretation and guide services by Searchers, nor does it participate in any way in the provision of interpretation and guiding services by Registered Guides to Searchers. All communication between Searchers and Registered Guides, the provision of interpretation and guiding services, and all other transactions are conducted at the sole responsibility of each Registered Guide and Searcher.

Article 3 (Application)

JGA may establish various rules and regulations (hereinafter referred to as “Individual Regulations”) regarding this Search System, in addition to these Terms. Regardless of their title, these Individual Regulations shall constitute a part of these Terms.

In the event of any inconsistency between the provisions of these Terms and the Individual Regulations, the provisions of the Individual Regulations shall prevail unless otherwise specifically stipulated in the Individual Regulations.

Article 4 (Usage Fees)

Searchers may conduct searches and view results free of charge, except for any communication fees incurred for such searches.

Article 5 (Searcher Obligations)

Searchers shall conduct transactions and other dealings with Registered Guides in good faith and with due care.

Article 6 (Prohibited Acts)

Searchers shall not engage in any of the following acts in connection with the use of this Search System:

- (1) Acts in violation of laws, regulations, or public order and morals
- (2) Acts related to criminal activities
- (3) Acts infringing upon copyrights, trademark rights, or other intellectual property rights contained in or related to this Search System
- (4) Acts that destroy or interfere with the functions of the servers or networks of JGA, Registered Guides, or other third parties
- (5) Acts that may interfere with the operation of this Search System or other services of JGA
- (6) Acts of unauthorized access or attempts thereof
- (7) Acts of collecting, accumulating, or disclosing personal information related to Registered Guides without their permission
- (8) Acts of using this Search System for improper purposes
- (9) Advertising, solicitation, or sales activities on this Search System without JGA's prior consent
- (10) Acts aimed at meeting strangers of the opposite sex
- (11) Acts that directly or indirectly provide benefits to antisocial forces in connection with JGA's services
- (12) Other acts deemed inappropriate by JGA

Article 7 (Suspension of Search System Provision)

1. JGA may suspend or discontinue the provision of all or part of the Search System without prior notice to users if it determines any of the following grounds exist:

- (1) When performing maintenance, inspection, or updates on the computer systems related to the Search System
 - (2) When the provision of the Search System becomes difficult due to force majeure such as earthquakes, lightning strikes, fires, power outages, or natural disasters
 - (3) When computers or communication lines cease operation due to accidents
 - (4) Other circumstances where JGA determines provision of the Search System is difficult
2. The JGA shall not be liable for any disadvantage or damage suffered by Registered Guides, Searchers, or other third parties due to the suspension or interruption of the Search System, except in cases where JGA acted with willful or gross negligence.

Article 8 (Restrictions on Use)

1. JGA may, without prior notice, restrict the searcher's use of all or part of this Search System if the searcher falls under any of the following circumstances:

- (1) The searcher violates any provision of these Terms
 - (2) The Association otherwise determines that the searcher's use of this Search System is inappropriate
2. JGA shall not be liable for any damages incurred by the searcher as a result of actions taken by JGA pursuant to this Article.

Article 9 (Disclaimer of Warranties and Limitation of Liability)

- (1) JGA makes no warranty, express or implied, that the Search System is free from factual or legal defects (including, but not limited to, defects concerning safety, reliability, accuracy, completeness, validity, suitability for a particular purpose, security, errors, bugs, or infringement of rights).
- (2) The content of Registered Guides' profiles and other information retrieved through this Search System is published under the responsibility of the Registered Guides themselves. JGA does not guarantee the abilities, qualifications, or published content of any Registered Guide listed in this Search System.
- (3) JGA shall not be liable for any damages incurred by Searchers arising from this Search System, except in cases of willful misconduct or gross negligence on the part of JGA.
- (4) JGA shall not be liable for any transactions, communications, disputes, or other matters arising between Searchers, Registered Guides, other Registered Guides, or third parties in connection with this Search System.
- (5) JGA shall not arbitrate any transactions, communications, disputes, or other matters arising between Searchers, Registered Guides, other Registered Guides, or third parties in connection with this Search System.
- (6) JGA shall not directly intervene in any matters concerning negotiations between Searchers and Registered Guides regarding the content, fees, or other conditions of interpretation guide services; final decisions regarding the commissioning or acceptance of interpretation guide services; payments of contract amount from Searchers to Registered Guides; or any other transactions or disputes between Searchers and Registered Guides.
- (7) JGA shall not provide Registered Guides' personal information at the request of Searchers.

Article 10 (Changes to Service Content)

JGA may change, add, or discontinue the content of this Search System by providing prior notice on JGA's website, and the Searcher shall accept this.

Article 11 (Amendment of Terms of Use)

JGA may amend these Terms without requiring the individual consent of Searchers in the following cases:

- (1) When the amendment is in the general interest of Searchers.
- (2) When the amendment is consistent with the purpose of these Terms of Use for the Search System, and is reasonable considering the necessity of the amendment, the appropriateness of the amended content, and other circumstances related to the amendment.

Article 12 (Handling of Personal Information)

JGA shall handle personal information obtained through the use of this Search System appropriately in accordance with JGA's "Privacy Policy."

Article 13 (Notices or Communications)

JGA shall provide notices and information regarding this Search System by methods specified by JGA, including by posting announcements from JGA on this Search System or JGA's website.

Article 14 (Prohibition on Assignment of Rights and Obligations)

Searchers may not assign their status under these Terms, or any rights or obligations arising therefrom, to a third party, or use them as collateral, without the prior written consent of JGA.

Article 15 (Governing Law and Jurisdiction)

These Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute arising in connection with this Search System shall be subject to the exclusive jurisdiction of the courts having jurisdiction over the location of JGA's principal office.