

Jxiv Browsing Terms

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1. Purpose

Jxiv is a preprint server operated by JST which can be used to make available to the public preprints of research papers in Japanese or English that are submitted by researchers. Jxiv shall be operated to enhance public discussion at an early stage of the research process, to promote research and development by enabling the rapid distribution and sharing of research results, and to incentivize authors to distribute their research there (including by giving authors an opportunity to establish precedence). "Preprint" referred in the Browsing Terms shall mean a draft work, such as a paper that has not yet been submitted to any journal or been modified as a result of peer review process after submission to a journal (e.g., original research papers, review papers, overview papers. Lecture notes formatted in a form of papers can be included.) The digital files that are publicly available online including the original manuscript and its associated data referred to as "Preprint Data." "The Service" in the Browsing Terms shall be defined as the service by which Preprint and Preprint Data are made available to the public on Jxiv. Users may use this service to view Preprints and Preprint Data.

2. Copyrights and Licenses

- (1) The copyright and other rights of and in the Preprint shall belong to the author(s) (or to any person or entity who has obtained the copyright by agreement with the author. The foregoing shall apply thereafter). Preprint is made available to the public under the Creative Commons License selected by the author, and the user can use Preprint under such Creative Commons License and the Browsing Terms. Except the purpose of the use is permitted under applicable copyright laws without the author's permission, if you wish to use Preprint materials beyond the scope of the

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- (2) The copyrights within the Submission Service, regarding images, designs, layouts, indexes belong to JST. Except as permitted by relevant laws and regulations, users shall not otherwise use any part of them without the prior and express permission from JST.

3. Prohibited actions

- (1) When using the Service, the user may not:

- a. Infringe or threaten to infringe on the intellectual property rights or other rights or interests of the authors, copyright holders of the Preprint, JST, or any third parties;
- b. Behave or attempt to behave in any way that violates laws and regulations, or the Browsing Terms, or public policy;
- c. Perform or attempt to perform reverse engineering, disassembling, decompiling or extracting source code related to the Service system or programs;
- d. Gain or attempt to gain unauthorized access, or place an excess load on the Service through intensive access, or attack the system or security of the Service such using computer viruses or any other harmful programs (including acts that induce such attacks) , or interfere or attempt to interfere with the normal operation and management of the Service;
- e. Download or attempt to download large amounts of data using mechanical or similar means;
- f. Otherwise, impair or cause disruption to the service of Jxiv or any operation of JST;
- g. Perform any other actions equivalent to any of the above items that JST reasonably deems inappropriate.

- (2) JST may suspend or restrict the use of the Service by the user or take any other measures that JST deems inappropriate if the user takes any actions specified in subparagraph (1) above.

- (3) JST shall bear no responsibility in any manner for any damages, losses, failures, expenses, or any other costs caused to the user in connection with the suspension or restriction of the use of the Service pursuant to the preceding subparagraph (2).

4. Disclaimer on the content of Preprint and Preprint Data

- (1) Users shall acknowledge and understand the purpose of the Service and that Preprints have not been peer-reviewed by experts, and thus shall use

the Preprints, Preprint Data and the Service (including any related service. The foregoing shall apply in this Section) at their own risk and responsibility.

- (2) JST makes no guarantee regarding the logic, scientificity, accuracy, or validity of the Preprint and Preprint data.
- (3) Users shall use the Service while being aware that the Preprint and Preprint Data are subject to additions, modifications, deletions and other changes at any time, and that the state they were at the time of viewing may not always be maintained.
- (4) JST shall bear no responsibility in any manner for any damages caused to the user related to the use of Preprint, Preprint Data and/or or the Service.

5. Restrictions on System Operation

- (1) The Service is provided on an "as is" basis, and JST does not make any guarantee that the Service is provided without errors or interruptions or permanently, nor is JST liable for any suspension, interruption or discontinuation of the Service.
- (2) JST shall bear no responsibility in any manner for any damage, loss, failure, expense caused to the user arising from the interruption or suspension of the Service or Preprint or Preprint Data pursuant to preceding Subparagraphs (1) above.

6. Disclaimer

Users shall be responsible for maintaining the telecommunication environment and equipment necessary to use the Service at their own responsibility and JST bears no responsibility for the foregoing. In case of disputes with a third party regarding the use of the Service, the user shall resolve it at its own cost and responsibility and JST shall not be involved in any way.

7. Change or termination of the Service

JST may suspend, terminate, or change the content of the Service at its sole discretion. In addition, JST may terminate the provision of the Service if there are any unavoidable reasons related to JST's business or services. In this case, JST shall, to the extent reasonably possible, endeavor to announce the

termination of the Service in advance. JST shall not be responsible to users for suspension, termination or any changes of the content of the Service.

8. Amendments to the Browsing Terms

JST may amend the provisions of the Browsing Terms if JST deems it reasonably necessary. In cases where the Browsing Terms are amended, information about the amendment together with the effective date shall be informed to users on the website or in any manner that JST deems appropriate.

9. Compensation for damages

JST may claim compensation for damages from the user if the User causes damages to JST arising from the violation of the Browsing Terms or any other causes attributable to the user's fault related to the use of the Service.

10. Special Provisions to Limitation of JST's Responsibility

Even if JST bears any liability for damages in connection with the provision of the Submission Service, the scope of damages JST may bears shall be limited to actual and direct damages incurred by the User, whether the cause may be based on contract, tort or otherwise, and even if JST knew or could have known of the possibility of damages. Provided, however, that the foregoing shall not apply if and to extent JST's intentional conduct or grossly negligent involves in relation to the occurrence of such damages.

11. Governing Law and Jurisdiction

The Browsing Terms shall be governed by the laws of Japan, and the Tokyo District Court shall have an exclusive jurisdiction over any dispute between the user and JST relating to the use of the Service in the first instance.

12. Language

If there are any discrepancies between Japanese text of the Browsing Terms and the text of any translation of the Browsing Terms, the Japanese text shall prevail.

(Supplemental Provisions)

The revised Browsing Terms comes into force on December 20, 2024.