

Terms of Use for Resilie My Page

These terms of use (hereinafter referred to as "these Terms") set forth the conditions for using the services (hereinafter referred to as "the Service") provided on this website by Resilie Laboratory Inc. (hereinafter referred to as "the Company"). Registered users (hereinafter referred to as "Users") are required to use the Service in accordance with these Terms.

Article 1 (Application)

1. These Terms apply to all relationships between the Users and the Company concerning the use of the Service.
2. In addition to these Terms, the Company may establish rules, guidelines, or various provisions (hereinafter referred to as "Individual Provisions") for using the Service. Regardless of their name, these Individual Provisions constitute a part of these Terms.
3. If the provisions of these Terms conflict with those of the Individual Provisions, the Individual Provisions shall prevail unless otherwise specified.

Article 2 (User Registration)

1. To use the Service, an individual wishing to register must agree to these Terms, apply for registration using a method prescribed by the Company, and be approved by the Company. The registration is considered complete upon approval.
2. The Company may refuse to approve a registration application if it determines any of the following apply, without any obligation to disclose the reason:
 - False information was provided during the registration process.
 - The applicant has violated these Terms in the past.
 - Any other reason the Company deems the application inappropriate.

Article 3 (Management of User ID and Password)

1. Users must manage their User ID and password for the Service responsibly and appropriately.
2. Users may not transfer, lend, or share their User ID and password with third parties under any circumstances. The Company will consider any use of the Service that matches the registered User ID and password as performed by the registered User themselves.
3. The Company is not responsible for any damages caused by the use of a User ID and password by a third party unless the Company is grossly negligent or acts intentionally.

Article 4 (Fees and Payment Methods)

1. For the paid portions of the Service, Users must pay the usage fees specified by the Company on the website using the methods designated by the Company.
2. If a User fails to pay the fees by the specified deadline, the paid portions of the Service will be suspended.

Article 5 (Prohibited Activities)

Users are prohibited from engaging in the following activities when using the Service:

- Acts that violate laws or public order and morals.

- Acts related to criminal activities.
- Infringement on copyrights, trademarks, or other intellectual property rights included in the Service.
- Disruption or destruction of the Company's or third parties' servers or networks.
- Commercial use of information obtained through the Service.
- Activities that may interfere with the operation of the Company's services.
- Unauthorized access or attempts thereof.
- Collection or storage of personal information of other users.
- Use of the Service for unlawful purposes.
- Causing disadvantage, damage, or discomfort to other Users or third parties.
- Impersonation of other Users.
- Advertising, solicitation, or business activities without the Company's permission.
- Activities aimed at meeting unfamiliar individuals of the opposite sex.
- Providing benefits to anti-social forces directly or indirectly in relation to the Service.
- Other acts deemed inappropriate by the Company.

Article 6 (Suspension or Interruption of the Service)

1. The Company may suspend or interrupt all or part of the Service without prior notice if:
 - Maintenance or updates are being conducted on the system related to the Service.
 - The provision of the Service becomes difficult due to force majeure such as earthquakes, lightning, fire, power outages, or natural disasters.
 - The computer or communication lines are disrupted due to an accident.
 - The Company determines that providing the Service is difficult for other reasons.
2. The Company is not liable for any damages incurred by Users or third parties due to the suspension or interruption of the Service.

Article 7 (Usage Restrictions and Deregistration)

1. The Company may restrict a User's access to all or part of the Service or cancel their registration as a User without prior notice if any of the following applies:
 - The User violates any provision of these Terms.
 - False information is found in the registered details.
 - Payment obligations such as usage fees are not fulfilled.
 - The User does not respond to communications from the Company within a certain period.
 - The User has not used the Service for a certain period since their last use.
 - Any other case where the Company deems the use of the Service inappropriate.
2. The Company shall not be liable for any damages incurred by the User due to actions taken by the Company under this Article.

Article 8 (Withdrawal)

Users may withdraw from the Service by following the withdrawal procedures specified by the Company.

Article 9 (Disclaimer of Warranties and Limitation of Liability)

1. The Company does not explicitly or implicitly guarantee that the Service is free from factual or legal defects (including defects in safety, reliability, accuracy, completeness, effectiveness, suitability for specific purposes, security, and errors or bugs, as well as infringement of rights).
2. The Company shall not be liable for any damages incurred by Users due to the Service, except in cases of intentional or gross negligence by the Company. However, this exclusion does not apply if the agreement between the Company and the User (including these Terms) is considered a consumer contract under the Consumer Contract Act.
3. Even in cases specified in the preceding paragraph, the Company shall not be liable for damages arising from special circumstances (including cases where the Company or the User foresaw or could have foreseen the occurrence of the damages) caused by the Company's negligence (excluding gross negligence). Compensation for damages caused by the Company's negligence (excluding gross negligence) is limited to the amount of usage fees received from the User for the month in which the damages occurred.
4. The Company assumes no responsibility for transactions, communications, or disputes arising between Users or between a User and a third party in connection with the Service.

Article 10 (Changes to the Service)

The Company may change, add, or discontinue the content of the Service with prior notice to Users, who shall accept such changes.

Article 11 (Amendment of Terms of Use)

1. The Company may amend these Terms without the individual consent of Users if:
 - The amendment aligns with the general interests of the Users.
 - The amendment does not contradict the purpose of the Service usage contract and is reasonable in light of the necessity of the amendment, the content of the amended Terms, and other relevant circumstances.
2. In the event of an amendment to these Terms, the Company shall notify Users in advance of the changes, the amended Terms, and the effective date.

Article 12 (Handling of Personal Information)

The Company shall appropriately handle personal information obtained through the use of the Service in accordance with its Privacy Policy.

Article 13 (Notices and Communications)

1. Notices or communications between the User and the Company shall be conducted using methods specified by the Company.
2. Unless the User notifies the Company of a change in their registered contact information as specified separately, the Company will consider the currently registered contact information valid and send notices or communications to that address, which will be deemed delivered at the time of dispatch.

Article 14 (Prohibition of Assignment of Rights and Obligations)

Users may not transfer or pledge their contractual status or rights and obligations under these Terms to a third party without the prior written consent of the Company.

Article 15 (Governing Law and Jurisdiction)

1. The interpretation of these Terms shall be governed by the laws of Japan.
2. Any disputes arising in connection with the Service shall be subject to the exclusive jurisdiction of the court with jurisdiction over the location of the Company's headquarters.

Supplementary Provisions

These Terms of Use shall be effective as of October 1, 2024.