

Terms of Service for Remote Photoduplication Service (PDF File Download)

These Terms of Service clarify the conditions necessary to use the Remote Photoduplication Service (PDF File Download) offered by the National Diet Library.

1. Application

- 1.1. You must agree to the Terms in order to use the service.
- 1.2. Use of the service must comply with [the Copyright Act \(Act No. 48 of 1970\)](#), [the Guidelines for Reproduction and Public Transmission by Libraries or Similar Facilities \(in Japanese\) \(enacted on May 30, 2023 by the Council of Stakeholders Concerning Public Transmission Services by Libraries or Similar Facilities\)](#), [the Rules for the Use of National Diet Library Materials \(in Japanese\) \(National Diet Library Rules No. 1 of 2022\)](#), [the Requests for Using the Copying Service of Materials at the National Diet Library](#) and other matters stipulated in these terms. Violation of these terms is considered sufficient grounds for the NDL to restrict, suspend, or terminate the use of the service.

2. Overview of the Service

The service is a fee-based service that reproduces materials in the collection of the NDL (some materials are not subject to this service) within the scope of the purpose and quantity stipulated by the Copyright Act, and provides the copies via the Internet. In addition to the photocopy fee, a fee equivalent to compensation based on Article 31, Paragraph 5 of the Copyright Act will be charged.

3. Users of the Service

The service is intended for official registered users of the NDL. The term “official registered users” does not include simple registered users who have not yet verified their place of residence. For more information about user registration, please refer to the [User Registration](#) webpage.

4. Specifications of Copies

- 4.1. The format will be a PDF file.
- 4.2. PDF files will be created by a method and in a resolution selected by the NDL according to the size and format of the materials. They cannot be specified by the user.
- 4.3. The user ID will be inserted in the header of all pages of the PDF file, and the name of our library and the date of the copy’s creation will be inserted in the footer of all pages of the PDF file.
- 4.4. In order to prevent unintended use, a faint watermark will be included on the pages.

5. How to Provide Copies

- 5.1. Copies will be provided in the form of a download by the user from the server designated by the NDL. Copies are removed from the server after a certain period of time. Please be sure to download the copies within the specified period as they cannot be provided again after deletion. Please keep any copies you want at hand by yourself.

- 5.2. We will send you an email notifying you of the details of download and payment instructions. Please ensure that you can receive emails from the ndl.go.jp domain and check them in a timely manner.
- 5.3. The copies will be considered to have been provided when we notify you by email that the download is available. Regardless of whether or not you actually downloaded the material, you will be required to pay the photocopy fee and the fee equivalent to the compensation.

6. Burden of the Amount Equivalent to Compensation

As a fee equivalent to the compensation based on Article 31, Paragraph 5 of the Copyright Act, the user shall bear the fee based on [the Public Transmission Compensation Regulations for Libraries \(in Japanese\) \(the Society for Administration of Remuneration for Public Transmission by Libraries or Similar Facilities, approved by the Commissioner of the Agency for Cultural Affairs on March 29, 2023\)](#). If you have any questions about the fee after confirming the billing details, please be sure to contact us before paying the fee. By paying the fee, it is deemed that you have consented to the fee.

7. Confirmation of Legality for Use from Overseas

This service is provided based on the provisions of the Japanese Copyright Act. When using it from outside Japan, it is the user's responsibility to confirm that receiving this service (including sending copies via the server by the NDL) , all actions on the provided copies and their results are in accordance with the laws and regulations of the place of use.

8. User Management of Registered Information

- 8.1. Please keep your name, address, email address, and all other registered information up to date.
- 8.2. Any changes to your registered information should be reflected immediately.
- 8.3. Please keep your User ID and password strictly confidential and do not share this information with others.

9. Handling of Personal Information

- 9.1. To ensure proper operation and improvement of the service, the NDL collects individual usage information, which it retains for a certain period of time.
- 9.2. All personal information is handled in accordance with [the Rules on the Protection of Personal Information at the National Diet Library](#).
- 9.3. For distribution of compensation to copyright holders by the Society for Administration of Remuneration for Public Transmission by Libraries or Similar Facilities, the same copy as the copy provided to the user (but without the insertion of the user ID) and the transmission record (part of the bibliographic information and application information, not including user information) will be sent to the association.

10. Prohibitions

Users are prohibited from performing any of the following actions in relation to the use of the service.

- (1) Sharing or retransmitting electronic copies of transmitted materials without the permission of the

copyright holder. For example, the following actions are prohibited.

- (a) Transmitting by email or other means electronic copies of transmitted materials obtained by screen shots or other means.
- (b) Uploading to sites on the Internet, including posting on social media, electronic copies of transmitted materials obtained by screen shots or other means.
- (2) Allowing anyone other than the registered user himself to use login credentials. For example, the following actions are prohibited.
 - (a) Joint use of login credentials by family members or co-workers.
 - (b) Use of login credentials obtained from an acquaintance.
- (3) The acquisition and use of multiple User IDs by a single individual.
- (4) Acts in violation of the Copyright Act, the Japanese Civil Code, or other laws and regulations as well as other acts deemed inappropriate by the NDL.

11. User Responsibilities

Use of the service is at the user's own risk. Individual users are fully responsible for any and all actions taken in relation to the service or the use of the transmitted materials.

12. Changes in Service and Disclaimer of Liability

In the case of an outage of the library system due to a disaster or other reasons that cannot be attributed to the NDL's responsibility, such as modification of the library system or telecommunication facilities, the NDL reserves the right to change the content of the service as well as to discontinue or to suspend the provision of the service, in whole or in part, without prior notice, and accepts no liability for damages incurred by users as a result of such changes.

13. Changes in These Terms of Service

The NDL reserves the right to change these Terms of Service at any time, with or without prior notice, as it deems necessary. In the event that these terms are amended, the NDL will notify users of the amended Terms of Service and the effective date of the amendment in a manner determined by the NDL.