

NHK ONLINE SERVICES

TERMS OF USE

(English-translated version)

The Terms of Use for the online services of Nippon Hoso Kyokai (Japan Broadcasting Corporation, hereinafter referred to as “NHK”), which are entirely funded by NHK receiving fees, are set forth as follows:

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CHAPTER I: PROVISIONS

Section 1: General Provisions

Article 1. Scope

- (1) The purpose of the Terms of Use is to set forth the rules concerning the use of the services provided by any of the means listed below (hereinafter referred to as the “Services”) from among those NHK provides to the general public, funded entirely by the NHK receiving fees, via telecommunications lines, viz. broadcast programs and information for promoting understanding of them, including any materials necessary for editing broadcast programs that NHK has aired or will air, and information for promoting understanding of the same (including broadcast programs and edited versions of the said information), and also inclusive of the wide range of information disclosed about NHK activities (news gathering, program production, NHK receiving fee contracts, collection of receiving fees, hiring of staff, public broadcasting service guides) and surveys, research, and suchlike; and they shall apply to all interactions between the users of the Services and NHK concerning the use of the same:
 - (i) NHK websites (hereinafter referred to as “NHK Websites”, which use domains such as nhk.or.jp or nhk.jp) or the apps NHK provides to the general public (hereinafter referred to as “NHK Apps”); and
 - (ii) Websites of other entities that provide information to the general public via telecommunications lines (hereinafter referred to as “Third Party Websites”) or the apps of the said entities (hereinafter referred to as “Third Party Apps”, which together with the Third Party Websites shall be referred to as “Digital Platforms”.
- (2) In instances where separate terms of use and rules are laid down for specific pages and sections of NHK Websites or for specific NHK Apps, they shall prevail over these Terms of Use within their specified limits.
- (3) The Terms and Conditions for Receiving NHK Broadcasts (<https://pid.nhk.or.jp/jushinryo/>) shall apply for any broadcast receiving contracts that have been entered into, modified, cancelled, validated or suchlike through the NHK receiving fees contact desk (NHK Online Audience Services Center) (http://pid.nhk.or.jp/jushinryo/compliant_1.html).

Article 2. Consent

- (1) By using the Services, the user is consenting to the Terms of Use.
- (2) The Services include those provided through NHK Apps and those requiring the user to log in with an ID and password (hereinafter referred to as “Login Services”), which may require the user to consent once again to the Terms of Use when downloading the NHK Apps or when booting up the said services, or when acquiring or applying for an ID, or when logging in and suchlike; and in those instances, the user is requested to follow the instructions laid down for

giving his/her consent.

- (3) A user shall be deemed to be using the Services relating to NHK Data Online, NHK Hybridcast or NHK Data Services when a television receiver capable of accessing them is connected to the internet and automatically accesses and displays any of the content therein (meaning any video, audio, text, software, and all other forms of intellectual products meaningful to humans made available through data files; hereinafter the same).

Article 3. Use by Minors

- (1) An underage minor making any use of the Services shall be deemed to have obtained the prior consent of a parent or other legal representative for doing so, and shall be deemed to be using the Services with the consent of and under the supervision of the same.
- (2) There shall be no expunging of any juristic acts relating to the use of the Services (including giving access and suchlike to NHK by the posting of content, etc.) by an underage minor, who, despite the absence of consent from a legal representative, had used the Services under the pretext that the said consent had been given.
- (3) A user who was an underage minor when consent was given to the Terms of Use shall be deemed to acknowledge any juristic acts relating to his/her use of the Services after he/she attained his/her majority.
- (4) Whilst NHK shall strive to provide zoning, issue warnings and take other measures deemed necessary for the provision of content to users, in light of underage minors figuring among them, NHK shall not be held liable for the outcome of any use by an underage minor in the absence of the consent and proper supervision of his/her parent or other legal representative.

Article 4. Prohibitions

In using the Services, the user shall not engage in any of the following acts nor in anything that NHK deems as constituting the same:

- (i) Pretend to be NHK or a third party (spoofing);
- (ii) Use another user's ID or password (excluding persons specifically allowed to do so under the Terms of Use);
- (iii) Reprint, duplicate, reproduce, publish, screen, assign, alter, publicly transmit, allow for transmission in another format, or put to any secondary use (excluding exceptions under the *Copyright Act*) the content and related information provided in the Services, in whole or in part;
- (iv) Analyze or alter source codes, systems, and specifications through decompilation, disassembly, and reverse-engineering;
- (v) Use any trademarks, logos, or other propriety information (including images, text, page layouts and forms) in any materials or frames;
- (vi) Gain unauthorized access, by erasing, modifying, diverting, invalidating, hindering, evading,

- etc. the means of access, to the telecommunications equipment, computers and other devices, and software of NHK and third parties relating to the Services;
- (vii) Upload, post or transmit malware and any other computer codes, files or programs produced to hinder the use or operation of the telecommunications equipment, computers and other devices, and software of NHK and third parties relating to the Services;
 - (viii) Violate or engage in anything likely to violate the intellectual property rights (which herein refers to copyright, patent rights, utility model rights, trademark rights, and any other intellectual property rights, including the rights to obtaining such rights or applications for the registration and suchlike thereof; hereinafter the same) and other rights (including but not limited to the right to privacy, the right to publicity, portrait rights, the right to a good name and reputation, and other moral and property rights) of NHK or a third party;
 - (ix) Assign, loan or transfer to a third party the rights and obligations relating to the Services, in whole or in part;
 - (x) Engage in any actions that are contrary or likely to be contrary to laws and regulations or public order and standards of decency;
 - (xi) Engage in election campaigning or actions of a similar nature or any other actions relating to politics or religion;
 - (xii) Provide NHK, other users of the Services or a third party with information that is false or likely to be false;
 - (xiii) Engage in any action relating to the Services for the purpose of commercial gain or the purpose of preparing to do so;
 - (xiv) Engage in any slander or libel against NHK, other users of the Services or third parties;
 - (xv) Gather and accumulate information concerning other users of the Services;
 - (xvi) Engage in any actions benefitting, either directly or indirectly, anti-social forces or any persons intimately connected with them;
 - (xvii) Engage in any actions hindering the operation of the Services; or
 - (xviii) Engage in any other actions NHK deems improper.

Article 5. Service Disclaimers

- (1) NHK does not guarantee that the Services will operate properly without delay or interruption within specific operating environments, nor that all of their functions will be available, nor that the content therein will be free of any faults or bugs.
- (2) Whilst NHK shall strive to provide accurate information in the Services, NHK does not guarantee the completeness thereof.
- (3) NHK may change the content and specifications of the Services, or interrupt, halt, or cancel the Services that are provided, or cease updates, etc. for the same, without prior notice.
- (4) NHK may take measures necessary for maintaining the Services, such as temporary suspension of access and suchlike when NHK deems there is a need to reduce loads from

crowded access.

- (5) NHK shall assume no liability for any damages incurred by a user or any third parties arising from his/her/their use of or inability to use the Services.
- (6) The user shall assume responsibility for the ID and password granted to him/her providing access to the Services, and NHK shall assume no liability for the result of any unauthorized use, etc. associated with the user leaking his/her ID or password.
- (7) NHK shall assume no liability for any disputes among users in the use of the Services.

Article 6. Vesting of Rights

All intellectual property rights relating to the Services shall be vested in NHK and the rights holders, and permission to use the Services under the Terms of Use does not signify permission to use the said intellectual property rights of NHK or rights holders.

Article 7. Links

- (1) NHK in principle shall allow a user to set links to the Services; however, NHK prohibits any links violating the copyright, neighboring rights, and suchlike of NHK and third parties, and any links formatted to obscure the source.
- (2) When NHK deems necessary to do so, NHK may set links to external websites in the Services; and NHK shall no assume no liability for the content and suchlike of the said websites.

Article 8. Terminals and Software

- (1) The user shall assume the responsibility and expenses of providing the terminals, software, internet connection, telecommunications line, and suchlike required for accessing the Services.
- (2) The user is advised to use the latest operating systems, browsers and terminals duly capable of handling the said operating systems, etc., in order to use the Services in a safe and smooth manner; and the quality of the content may be affected by the terminal, its settings, internet bandwidth, connection speeds, the content selected, etc.; and whilst NHK has established that the following operating environments, in principle, will handle the NHK Websites, there may be instances where specific pages or sections of the said websites will not be properly displayed:
 - Windows 10 (version 1809 and above): Latest versions of Microsoft Edge, Google Chrome
 - macOS: Latest versions of Safari, Google Chrome
 - iOS (version iOS 10 and above): Latest versions of Safari, Google Chrome
 - Android (version Android 6 and above): Latest versions of Google Chrome
- (3) The user should set his/her browser to enable JavaScript, as JavaScript is used in the NHK Websites; failure to do so may interfere with the manner in which the said websites are displayed.
- (4) The user should refer to the information for the respective App Platforms (including but not limited to App Store, Google Play, and Microsoft Store) for the NHK Apps.

Section 2: Apps

Article 9. Terms of Use, etc. for App Platforms

In the Services that are app-based (including both NHK Apps and Third Party Apps), the user may be subject, in the downloading and use thereof, to the terms of use, etc. of the operators of the App Platforms (including, but not limited to App Store, Google Play, and Microsoft Store), in addition to these Terms of Use with NHK; and NHK shall assume no liability if the said operators decide to halt use of the apps if the user, despite adherence to the NHK Terms of Use, has done anything infringing on their terms of use, etc.

Article 10. NHK Apps

- (1) The NHK Apps shall be made public on (<https://www.nhk.or.jp/app/>).
- (2) NHK shall assume no liability for any damages incurred from the use, etc. of any apps provided by third parties not authorized by NHK that have used names to mislead users to confuse them with NHK.
- (3) NHK Apps shall have the following functions, which the user may set and modify at any time for his/her use:
 - (i) The social media functions set forth in paragraph (1), item (i) of Article 11;
 - (ii) Services relying on the geolocation of the terminal installed with NHK Apps; and
 - (iii) Push notification.
- (4) In some NHK Apps, disabling the geolocation function may render the services therein inaccessible, in whole or in part.

Section 3: Digital Platforms

Article 11. Digital Platforms for the Services

- (1) NHK uses the following Digital Platforms for providing the Services:
 - (i) Social media:
Refers to media in Digital Platforms for users to send and shape information, such as social networking services, video-sharing websites, and suchlike, in which NHK has acquired accounts (hereinafter referred to as “NHK Social Media Accounts”) for providing the Services; and
 - (ii) Other Digital Platforms:
Refers to Digital Platforms not corresponding to any of those in the preceding item, which NHK, if necessary, uses to provide the Services.
- (2) The Digital Platforms NHK uses to provide the Services (including individual NHK Social Media Accounts) shall be made public on (<https://www.nhk.or.jp/rules/platform/>).

- (3) In the Services that are based on Digital Platforms, the user may be subject to the terms of use, etc. of the operators of the Digital Platforms, in addition to these Terms of Use with NHK; and NHK shall assume no liability if the said operators decide to halt use of the said platforms if the user, despite adherence to the NHK Terms of Use, has done anything infringing on their terms of use, etc.

Article 12. NHK Social Media Accounts

- (1) The NHK Social Media Accounts are not an endorsement for the use of the social media upon which they rely.
- (2) The NHK Social Media Accounts respectively provide details of their purpose of operations.
- (3) NHK, according to its own circumstances, may terminate NHK Social Media Accounts without prior notice; and they may also be terminated in accordance with circumstances and suchlike of the social media upon which they rely.
- (4) NHK shall assume no liability for any defects, bugs, problems, misconceptions or suspension of service relating to social media, nor for any disputes among users of NHK Social Media Accounts.

Article 13. Posting on NHK Social Media Accounts

- (1) NHK may allow posts on those NHK Social Media Accounts which enable comments and other content to be posted therein (and which NHK may choose to delete).
- (2) When content is sought under the previous paragraph for the purpose of news gathering or the production of programs, there shall be clear mention to that effect, and in such instances, Section 4 shall apply in the posting of content.

Article 14. Prohibitions Relating to Posts on NHK Social Media Accounts

- (1) In addition to the prohibitions in Article 4, the following is prohibited in posts on NHK Social Media Accounts:
 - (i) Any criminal act or other acts contrary to laws and regulations or which solicit and abet such actions, or which may be construed as such;
 - (ii) Anything that infringes or is likely to infringe upon the rights of another person, including the right to a good name and reputation, the right to privacy, portrait rights, intellectual property rights, etc.;
 - (iii) Anything irrelevant to the purpose of operations of the NHK Social Media Accounts;
 - (iv) Anything irrelevant to the information transmitted by NHK; and
 - (v) Successive posts of the same or similar content, posts for commercial or advertising purposes, posts assuming the identity of NHK or other persons, etc., and anything hindering the operation of the NHK Social Media Accounts.
- (2) NHK may delete or refuse to display, etc. any comments and suchlike NHK deems to have

fallen under any of the above, irrespective of the wishes of the person who posted them.

Article 15. Disclaimers Relating to Posts by Users on NHK Social Media Accounts

- (1) NHK shall assume no liability for any of the comments or other content posted on NHK Social Media Accounts.
- (2) The operators of social media, in principle, shall decide whether to retain any of the comments, etc. posted on the NHK Social Media Accounts, the period of retention and suchlike, and NHK shall assume no liability for any loss of or damage to the comments, etc. posted therein.

Article 16. Comments, etc. on NHK Social Media Accounts Infringing Rights

When NHK has received the following declaration form (in Japanese) from a person who asserts that his/her rights have been infringed upon by comments, etc. posted by a user on any of the NHK Social Media Accounts, and NHK deems there has been an infringement, NHK shall take measures, such as deletion of and refusal to display the said comments, etc., if technically feasible to do so:

Request for Deletion of Comments, etc. Deemed to Infringe on One's Own Rights
(<https://forms.nhk.or.jp/q/C5J8LREJ>)

Article 17. Comments, etc. on NHK Social Media Accounts Contravening the Public Offices Election Act

When NHK has received any of the following declaration forms (in Japanese) from a candidate or from the political party or political organization to which he/she is affiliated that a user has posted comments, etc. on any of the NHK Social Media Accounts, which are likely to be in contravention of the *Public Offices Election Act* and thereby be detrimental to the said candidate, party, or political organization, and NHK deems there are reasonable grounds for suspecting that there has been a contravention of the said Act, NHK shall take measures, such as deletion and refusal to display the said comments, etc., if technically feasible to do so:

Request for Deletion of Comments, etc. Deemed to Impugn on the Good Name and Reputation of a Candidate
(<https://forms.nhk.or.jp/q/IF7M4BZT>)

Request for Deletion of Comments, etc. Deemed to Impugn on the Good Name and Reputation of a Political Party
(<https://forms.nhk.or.jp/q/KADL8VRI>)

Section 4: Posting of Content

Article 18. Acceptance of Posted Content

- (1) NHK may accept content posted from a user in the Services for the purpose of news gathering and program production, and in such instances, NHK shall strive to mention the purposes for

which the said content (hereinafter referred to as “Posted Content”) shall be used.

- (2) The user shall warrant and represent to NHK regarding the Posted Content that he/she is legally entitled to submit a post and otherwise make transmissions, and that the Posted Content does not infringe upon the rights of any third party.
- (3) When there is a need to contact a user who posted content for news gathering or program production, NHK may request him/her to furnish all or part of the following information: name, address, telephone number, email address, etc.
- (4) A user who is an underage minor shall have the prior consent of a parent or other legal representative to submit a post, and shall do so with the consent of and under the supervision of the same.

Article 19. Permission to Use Posted Content

- (1) Copyright to the Posted Content shall be vested in the user who created it.
- (2) The user shall grant to NHK global, non-exclusive, royalty-free, sub-licensable and transferrable permission to use, duplicate, and distribute his/her Posted Content and to create, display or execute derivative works from it, and the user agrees not to exercise his/her moral rights in relation to NHK or any party that has succeeded to or has been granted the rights from NHK; and this permission includes permission for NHK to engage in any of the following acts:
 - (i) Use in NHK broadcast programs, NHK on Demand, and the Services;
 - (ii) Use in the public relations, exhibitions, research and investigations of NHK (including placement in websites operated by third parties);
 - (iii) Use in relation to entries in competitions and suchlike within Japan and abroad;
 - (iv) At the discretion of NHK, provision to public ventures within Japan and abroad;
 - (v) Airing by broadcasting stations and cable television within Japan and abroad;
 - (vi) Use in events and suchlike within Japan and abroad;
 - (vii) Use in books, magazines, DVDs and other media relating to NHK broadcasts; and
 - (viii) Use in any media other than the above that may be subsequently developed.
- (3) Once a user has posted content, he/shall may not revoke the permission and consent granted under the preceding paragraph.

Article 20. Selection and Editing of Posted Content

- (1) When using any Posted Content for news gathering or program production, NHK shall be free to determine if and when to air or otherwise disclose it, and the sequencing and suchlike thereof; and NHK shall not respond to any inquiries about the selection criteria, nor give any prior notice as to which items of Posted Content have been selected.
- (2) NHK may, at its own discretion, make changes and deletions and otherwise edit any Posted Content to the extent that the integrity of the material is not discredited thereby.
- (3) When content is being posted or has been posted, NHK may, with the consent of the person

who posted it, display his/her name or other name stipulated by the said person.

Article 21. Refusing Posts of Specific Individuals

NHK shall refuse without prior notice any posts from any specific individual whom NHK deems has engaged in any of the following; and in such instances NHK shall assume no liability for any damages incurred by the said individual:

- (i) Has breached laws and regulations, the Terms of Use, and suchlike;
- (ii) Has engaged in any wrongdoing when making a post; or
- (iii) Has done anything else NHK deems unsuitable.

Section 5: NHK Plus

Article 22. NHK Plus

As part of the Services, NHK shall provide on NHK Websites and NHK Apps a service, within Japan entirely funded by NHK receiving fees, for streaming broadcast programs being aired by NHK (hereinafter referred to as “Simultaneous Continuous Online Streaming”), along with a program catch-up service, also funded entirely by NHK receiving fees, streaming broadcast programs previously aired by NHK (hereinafter referred to as the “Program Catch-up Service”), which together shall be referred to as “NHK Plus”.

Article 23. Applying for NHK Plus

(1) Any user wishing to make full use of NHK Plus (limited to a user who has a broadcast receiving contract with NHK for a receiver in his/her dwelling, which shall also include any private vehicles or other mobile objects not used for commercial purposes of any other members of the same household) shall make an application by furnishing NHK with the following information, which he/she shall enter into those NHK Websites for obtaining NHK Plus (hereinafter referred to as “Application Details”), and by consenting to the Terms of Use:

- (i) Name of user;
- (ii) Email address of user;
- (iii) Address of the dwelling installed with a receiver for which a broadcast receiving contract has been entered into between the user and NHK (limited to the address supplied by the user to NHK, or in the event a broadcast receiving contract has been entered into for multiple dwellings, one of the addresses selected by the user);
- (iv) A sequence of letters or other text of the user’s choosing to provide a login ID for using NHK Plus (hereinafter referred to as the “NHK Plus ID”), which the user may alter after accessing NHK Plus;
- (v) A login password for using NHK Plus (hereinafter referred to as the “Login Password”),

which the user may alter after accessing NHK Plus; and

- (vi) A confidential question and reply for instances where the user has forgotten his/her Login Password.
- (2) When an application has been made under the preceding paragraph, NHK shall send a notification to the email address furnished under item (ii) of the same paragraph informing the person who made the application (hereinafter referred to as the “Applicant”) that the application has been received.

Article 24. Matching an Application with Broadcast Receiving Contract Details

- (1) Upon receiving an application under paragraph (1) of the preceding Article, NHK shall establish whether the Applicant has entered into a broadcast receiving contract with NHK by collating the Application Details with the information NHK retains about people who have such contracts, and when NHK has been able to establish that this is the case (excluding instances where a valid NHK Plus ID already exists in relation to the said contract), NHK shall send a written notice to the address of the contracted dwelling with a code to confirm that the application is *bona fide* (hereinafter referred to as the “Confirmation Code”).
- (2) Upon receiving the written notice under the previous paragraph, the Applicant is requested to log into NHK Plus promptly and enter in the Confirmation Code according to the prescribed procedures.
- (3) NHK shall send a notice to the email address in paragraph (1), item (ii) of Article 23 asking the Applicant to enter the Confirmation Code when NHK has been unable to establish that this has been done after a reasonable amount of time after sending the written notice under paragraph (1).
- (4) When NHK is unable to establish that the Confirmation Code has been entered after a reasonable amount of time following the notice in the preceding paragraph, and the proviso under paragraph (1) applies, NHK shall deem from the address and other details furnished by the Applicant that he/she has no broadcast receiving contract.
- (5) The user shall notify NHK in instances such as a change of address for the dwelling installed with a contracted receiver, so that the details of his/her broadcast contract with NHK are kept up to date as prescribed in the terms of use for the said contract.

Article 25. Conditions for Using NHK Plus ID

- (1) Once the application under Article 23, paragraph (1) has been completed, logging into NHK Plus via the relevant NHK Websites or NHK Apps by entering in the NHK Plus ID and Login Password shall enable the Applicant to access all of its functions, and other persons living with him/her (hereinafter referred to as “Family Members”) can access them also by entering in his/her NHK Plus ID and Login Password (the Applicant and the Family Members together are hereinafter referred to as “Applicants and his/her Household”).

- (2) Up to five streams can be accessed at one time with the same NHK Plus ID.
- (3) By logging into NHK Plus, the Applicants and his/her Household are granted non-exclusive, non-transferable and non-sublicensable limited permission to access the content that is being streamed for personal use and non-commercial purposes, on the proviso that they adhere to the Terms of Use.

Article 26. Failure to Log In

Failure to log into NHK Plus as prescribed in paragraph (1) of Article 25 shall impose the following restrictions on the user:

- (i) In the Simultaneous Continuous Online Streaming, a message shall appear on the screen requesting the user to confirm that he/she has a broadcast receiving contract with NHK; and
- (ii) The user shall be unable to access the Program Catch-up Service.

Article 27. Restrictions on Using NHK Plus ID

(1) Even if the Applicant has logged in with the NHK Plus ID, NHK may impose the restrictions in the preceding Article when NHK deems there has been any of the following instances:

- (i) When NHK is unable to establish from the information and other details furnished by the Applicant that he/she has a broadcast receiving contract with NHK;
- (ii) When it has transpired that the Applicant has been continuously delinquent for more than twelve months in the payment of the NHK receiving fees for the broadcast receiving contract he/she has with NHK; or
- (iii) When NHK deems it is appropriate to halt access to NHK Plus, in whole or in part, in light of the likely degree of harm that could be caused to the system of NHK receiving fees when it has transpired that the Applicant has violated the provisions set forth in these Terms of Use by, for example, wrongfully allowing others to use the NHK Plus ID beyond the scope prescribed in Article 25, paragraph (1).

(2) NHK may invalidate the NHK Plus ID when NHK deems there has been any of the following instances:

- (i) When NHK is unable to establish from the procedures set forth in Article 24 that the Applicant has a broadcast receiving contract with NHK; or
- (ii) When the user of NHK Plus has cancelled his/her broadcast receiving contract or failed to provide details of any change of address.

Article 28. Special Measures for NHK Plus

(1) NHK may provide Simultaneous Continuous Online Streaming without the message in item (i) of Article 26 on an ad hoc and temporary basis when the said service is being used to stream broadcast programs of a particularly urgent nature, such as those providing information for

helping protect lives and property in a disaster, and other information having considerable repercussions for people's lives or society as a whole; and the same shall apply in the specific instances laid down in the NHK Online Services Implementation Standards.

- (2) When the measures under the preceding paragraph are being taken, NHK shall make public on NHK Websites details of the relevant broadcast programs and the streaming schedules.

Article 29. Terminating Use of NHK Plus

- (1) The Applicant may terminate access to NHK Plus by following the procedures laid down in the relevant NHK Websites.
- (2) A user who has terminated access to NHK Plus under the preceding paragraph may apply for it again as prescribed in Article 23, paragraph (1).

Article 30. Handing of Information Acquired in Applications for NHK Plus

- (1) NHK may use the email address under paragraph (1), item (ii) of Article 23 to provide notice to an Applicant as prescribed in these Terms of Use, and also keep and manage it with details of the Applicant's broadcast receiving contract in the event of a confirmation under Article 24, paragraph (1), for providing notices about the said contract and the management thereof.
- (2) When no confirmation has been obtained under Article 24, paragraph (1) and there are reasonable grounds for assuming that the Applicant had made the application for wrongful purposes, such as spoofing, NHK may use the name in item (i), the email address in item (ii), and address in item (iii) of paragraph (1) of Article 23 to identify the said Applicant.
- (3) NHK shall properly handle the information it has acquired under the preceding two paragraphs and that it has acquired in connection with the applications under Article 23, paragraph (1) in accordance with the provisions of Chapter II: Handing of User Information.

Section 6. Miscellaneous Provisions

Article 31. Modification of the Terms of Use

- (1) NHK may, at its own discretion, modify the Terms of Use.
- (2) Any modification of the Terms of Use shall apply after prior indication on NHK Websites and suchlike of the relevant changes and the date from which they shall apply.

Article 32. Governing Law and Jurisdiction

- (1) The use of the Services, and the establishment, validity and interpretation of the Terms of Use shall be governed by the laws of Japan.
- (2) The Tokyo District Court shall be the exclusive court of jurisdiction in the first instance for any disputes arising with a user in connection with the use of the Services.

Article 33. Inquiries

- (1) Any inquiries concerning the Services should be directed to the following:
 - (i) NHK Call Center contact desk (NHK Fureai Navi-Dial):
Tel. 0570-066-066 (or 050-3786-5000 when unavailable) (in Japanese)
Hours of operation: 9 a.m. to 10 p.m. (including weekends and public holidays)
 - (ii) Online inquiries:
(<http://www.nhk.or.jp/css/>) (in Japanese)
- (2) Any inquiries concerning the handling of personal information in the Services should be directed to the following:
Contact desk for the handling of personal information (in Japanese)
(<https://www.nhk.or.jp/privacy/madoguchi/>)

CHAPTER II: HANDLING OF USER INFORMATION

Section 1: General Provisions

Article 34. Scope of Application for this Chapter

- (1) This Chapter shall apply as a whole to the handling of information NHK acquires concerning users of the Services (hereinafter referred to as “User Information”).
- (2) The User Information that NHK acquires shall include the following:
 - (i) Personal information:
Personal information as defined in Article 2, paragraph (1) of the *Act on the Protection of Personal Information*
 - (ii) Unidentified viewing history:
The information within the unidentified viewing history as defined in the NHK Personal Information Protection Rules, which can identify the date on which a broadcast program made available to the general public via telecommunications lines is being watched, but not the user (individual) viewing it, and which cannot identify any specific individual by simple collation with other information
 - (iii) Other information:
Other User Information not corresponding to the above

Section 2: Acquiring User Information

Article 35. Acquiring User Information

- (1) In order to provide the Services, NHK shall acquire the User Information set forth in item (i) and item (ii) of the following paragraph; and whilst the Services, in principle, can be used without disclosing information that may lead to the identification of a user, such as his/her name, date

of birth, address, email address, etc., NHK may request a user to furnish the information set forth in item (i) (a) of the following paragraph when he/she wishes to use those services that require user identification, viz. Login Services, email magazine subscriptions, the posting of content, the lodging of opinions and inquiries, applications for broadcast receiving contracts, etc.

(2) The following provide details of the User Information that NHK shall acquire:

(i) Information furnished by the user necessary for certain services:

(a) Information for the purpose of identifying the user (individual):

- Name, gender, date of birth, and other information for identifying the user
- Email address, telephone number, address and other information for contacting the user
- Information entered or transmitted by a user in an input form or other methods prescribed by NHK

(b) Information not for the purpose of identifying the user (individual):

- Information entered by a user in keyword searches or for expressing his/her opinion, e.g. voting in a program

(ii) Information that is automatically acquired with the provision of the Services:

- IP address
- Time of access
- Accessed URL
- Referrer (URL that sent the user to the current URL)
- User agents (information concerning the operating system, browser, etc.)
- Identifiers
- Screen resolution
- Language code, information about the country or territory
- Information about the location of the terminal
- Response status for terminal and browser
- Information about the television receiver (manufacturer ID, model, version)
- Information of the user's settings (location settings, font size, etc.)
- Crash information
- Broadcast programs that have been viewed
- Dates on which broadcast programs were viewed
- Locations of users viewing a broadcast program
- Browsed pages
- Clips played and other actions of a user
- URL parameters
- Date of first access, number of visits, etc.
- Information on transitions within the Services

Article 36. Acquiring Information by a Terminal's Geolocation Function

- (1) NHK shall obtain the consent of a user from relevant NHK Websites or NHK Apps prior to obtaining User Information about him/her, viz. his/her location, via a terminal's geolocation function.
- (2) The user may choose to give or withdraw the consent in the preceding paragraph at any time, and NHK shall not acquire information about his/her location whilst the settings in the NHK Websites or NHK Apps have not be set to give the said consent.
- (3) The nature of the Services means they may unavailable in whole or in part when the geolocation function has been disabled.

Article 37. Acquiring Information by Identifiers

- (1) NHK shall assign identifiers for a browser or terminal for the purpose of measurements, etc., and shall not assign identifiers to users nor use identifiers, such as IDs, etc., which can lead to the identification of individual users without their individual consent; and in instances where NHK must use common identifiers with third parties, the ban on NHK advertising the businesses of other entities means NHK shall not use any advertising identifiers for targeted advertising, etc.
- (2) A user, excluding instances where it is not technically feasible to do so, may opt out, viz. request NHK to cease collection of or delete the information in the preceding paragraph, in whole or in part, whilst continuing to access services; and as information concerning a user is acquired via his/her browser or terminal, he/she shall be required to take the necessary procedures for the relevant browser or terminal; and the user should refer to "More on how to opt out" (<https://www.nhk.or.jp/rules/optout/>) (in Japanese) to find out how to opt out from the services provided on NHK Websites.
- (3) The user, in addition to the preceding paragraph, may cease the collection of User Information via identifiers by setting his/her browser to refuse cookies; however, in such instances, the user may no longer be able to access some of the functions of the Services.
- (4) The user, in addition to paragraph (2), may reset the identifiers by reinstalling the NHK Apps, and in such instances erase the preferences he/she had saved for the said apps.

Article 38. Information Acquired by Information Gathering and Analyzing Systems

- (1) NHK may use information gathering and analyzing systems provided by outside firms to acquire User Information via identifiers; and in such instances, the provisions of this Chapter shall apply for the handling of the information; and the following provides a list of the information gathering and analyzing systems currently employed by NHK:
List of Information Gathering and Analyzing Systems etc. Used by NHK (in Japanese)
(<https://www.nhk.or.jp/rules/analytics/>)
- (2) NHK shall have exclusive and sole use and management of the information acquired from the

analyzing systems, etc. of outside firms under the preceding paragraph, and the said firms shall neither use the information in any of their services nor provide it any other third parties.

Section 3: Purpose of Utilization of User Information

Article 39: Purpose of Utilization of User Information

(1) The User Information acquired by NHK shall be used for the following purposes:

(i) Information entered by and furnished by the user to NHK required for certain services:

- For uses clearly indicated when information is being furnished for the said services
- For the Login Services, in applications for the said services, confirmation of identities, verification of users, etc.
- For contacting users
- For establishing whether a user has a broadcast receiving contract with NHK by collating User Information with information retained by NHK about persons who have such a contract (limited to instances where this was clearly indicated and consent was obtained at the time of acquisition or use)
- For conducting surveys, questionnaires of viewers' opinion, etc. (limited to instances where this was clearly indicated and consent was obtained at the time of acquisition or use)
- For producing broadcast programs and suchlike (limited to instances where this was clearly indicated and consent was given at the time of acquisition or use)
- For implementing services that require information furnished by the user
- For responding to infringements of the Terms of Use by users or any other unauthorized actions

(ii) Information that is automatically acquired by a terminal's geolocation function:

- For services that rely on a terminal's geolocation function

(iii) Information that NHK automatically acquires via identifiers:

- For reliable provision of the Services
- For maintaining and improving the facilities for the Services
- For comprehending the response status of the services, e.g. reception by users
- For reports concerning NHK operations
- For comprehending and analyzing how content is being viewed
- For reviewing programming
- For aiding program production
- For comprehending, analyzing and improving the situations in which the Services are used
- For examining the effectiveness of the Services
- For examining how the Services are being used and for examining how to make them

more effective

- For other purposes clearly indicated in certain pages or areas of NHK Websites or certain NHK Apps

(2) When purposes of utilization other than those in the Terms of Use are set forth in specific pages and sections of NHK Websites or specific NHK Apps for the User Information that is acquired from them, NHK shall use the said information for those purposes in addition to the purposes described in the preceding paragraph.

Section 4: Handing of User Information

Article 40. Basic Principles for the Handling of User Information

(1) NHK shall not collate the personal information within the User Information acquired through the Services with other User Information without the consent of the person/s concerned, and shall manage the said personal information to prevent any simple collation of this nature, and shall handle it in accordance with the *Act on the Protection of Personal Information* and the following rules separately prescribed by NHK:

- NHK Policy on Protection of Personal Information (<https://www.nhk.or.jp/privacy/english/>)
- NHK Personal Information Protection Rules (<https://www.nhk.or.jp/privacy/download/kitei.pdf>) (in Japanese)
- Personal Information Protection Rules Relating to the Fields of News Reporting, Literary Work, and Academic Research (<https://www.nhk.or.jp/privacy/houdou/>) (in Japanese)

(2) NHK shall handle the unidentified viewing history within the User Information acquired through the Services separately from other User Information, and shall handle the said unidentified viewing history with reference to the Ministry of Internal Affairs and Communications *Guidelines Concerning the Protection of Personal Information for Recipients of Broadcasts, etc.*, the Secure Broadcasting Authorization and Research Center *Guidelines for Authorized Bodies Concerning the Protection of Personal Information in the Broadcasting Sector*, and suchlike.

(3) NHK shall, in addition to the preceding two paragraphs, properly handle the User Information it has acquired in accordance with the following with a view to protecting the privacy of users:

- (i) Appropriate management:
User information acquired by NHK shall be appropriately managed according to the manner of acquisition, and the type and nature of the data;
- (ii) Ban on collation of User Information with personal information relating to people who have broadcast receiving contracts with NHK:
User Information shall be not be collated with personal information relating to people who have broadcast receiving contracts with NHK, unless a user has given his/her

content; and it shall be managed to prevent any simple collation;

(iii) No inferring of the attributes of individual users:

Care shall be taken to prevent any inferring of the attributes, etc. of individual users during any analysis and suchlike of User Information acquired through the Services; and

(iv) Ban on other uses:

Unless NHK has obtained the consent of a user, NHK shall not use the User Information for any other purpose beyond the scope necessary for achieving the purpose of utilization.

Article 41. Retention Period for User Information

The unidentified viewing history within the User Information acquired through the Services shall be retained for a period of fourteen months; and all other User Information shall be promptly erased once the purpose of utilization has been achieved.

Article 42. Provision of User Information to Third Parties

- (1) Except in instances where it has obtained the consent of the person/s concerned, NHK shall not provide any User Information, including that not constituting personal information, to a third party, excluding, however, the following cases:
 - (i) Cases in which the provision of User Information to a third party is in accordance with laws and regulations;
 - (ii) Cases in which the provision of User Information to a third party is necessary for the protection of the life, body, or property of an individual, when the consent of the person is difficult to obtain;
 - (iii) Cases in which the provision of personal data to a third party is particularly necessary for the advancement of public health or the wholesome development of children, when the consent of the person is difficult to obtain; and
 - (iv) Cases in which the provision of User Information to a third party is necessary for cooperating with a central government organization, local government or entity entrusted by either of the former two in executing affairs prescribed by laws and regulations and in which obtaining the consent of the person is likely to impede the execution of the affairs concerned.
- (2) When User Information, including that not constituting personal information, is to be provided, with the consent of the person/s concerned, to a third party (including any contractor in the event NHK assigns the handling of the said User Information to a third party), NHK shall set forth in an agreement with the said third party that there shall be no identification of users by collation and suchlike of the said User Information with other information, and it shall exercise supervision over said third party to ensure that the said User Information is properly handled.

Article 43. Joint Use of User Information

- (1) The provisions of Article 18 of the NHK Personal Information Protection Rules shall apply when personal data within the User Information acquired by NHK Is to be used jointly with a third party.
- (2) User Information shall be properly handled even when the preceding paragraph does not apply; in event unidentified viewing history and other User Information excluding personal information is to be used jointly with a third party, NHK shall set forth an agreement to have the said third party respect this Chapter concerning the handling of User Information.
- (3) The purpose of utilization shall be clearly indicated when the identifiers within User Information are to be used jointly with a third party; and NHK shall set forth an agreement with the said third party to prevent the said identifiers from being used to benefit any third party by targeted advertising and suchlike.

Section 5: Acquisition and Handling of User Information on Digital Platforms

Article 44. Acquisition and Handling of User Information on Digital Platforms

- (1) Entities operating Digital Platforms may acquire information concerning users; and NHK may acquire such information from the said entities; however, in any such instances, NHK shall not use it for any purposes beyond those in these Terms of Use.
- (2) A user should check with the terms of use, privacy policy, etc. of each of the Digital Platforms regarding their handling of information about users.
- (3) Notwithstanding the preceding two paragraphs, NHK shall jointly use identifiers and other User Information with other broadcasters in light of its obligations under Article 20, paragraph (14) of the *Broadcasting Act* to strive to provide the necessary cooperation for the said broadcasters to provide their own reliable streaming of broadcast programs, etc. via telecommunications lines; and the following sets forth the details of the joint use:
 - Provision of content via radiko
(<https://www.nhk.or.jp/rules/radiko/>) (in Japanese)
 - Provision of content via TVer
(<https://www.nhk.or.jp/rules/tver/>) (in Japanese)

The Terms of Use were last modified on 1 March 2020.

In the event of any discrepancies or contradictions between the Japanese-language version and this English-translated version of the Terms of Use, the Japanese-language version shall prevail.

Japanese-language version of the Terms of Use: <https://www.nhk.or.jp/rules/terms/>