

The ASSC Workers Voice (AWV) Terms of Use

These terms (“the Terms”) are the terms and conditions for using the ASSC Workers Voice (including the ASSC Workers Voice’s smartphone application called Genba-Wise (“Genba-Wise”)) (together referred as the “AWV” herein) provided by the General Incorporated Association Global Alliance for Sustainable Supply Chains (“ASSC”), to be agreed between the users who have been allowed to use the AWV (“Users”) by the Businesses and other organisations (“Businesses”) which have agreed to install the ASSC and the AWV, and the ASSC.

Article 1: The Agreement of the Terms

1. The Businesses and the Users shall use the AWV, pursuant to the ASSC Workers Voice (AWV) Privacy Policy and the rules set out in the Terms herein.
2. The User, who is a minor, shall use the AWV upon the consent of their guardian or legal representative (including the agreement of the Terms herein). In addition, when the User becomes an adult, the continuous use of the AWV is deemed as a retrospective approval of the use while the User was a minor.
3. If other customised terms of use have been agreed with regard to the AWV, the User shall use the AWV, pursuant to both the Terms herein and such other terms of use.

Article 2: Changing the Terms

1. The ASSC may make changes to the Terms at any time, when the ASSC deems it necessary to make such changes.
2. The Terms including the new changes become effective as soon as the changes are announced at the appropriate location within the AWV or the website operated by the ASSC. The User is deemed to have agreed, effectively and irrevocably, to the Terms including the new changes, by continuing to use the AWV after such changes of the Terms. Please always refer to the latest Terms when using the AWV.
3. The Businesses using a set of different rules from the Terms herein shall enter into a ‘change’ agreement regarding the relevant differences with the ASSC separately and notify the User accordingly.

Article 3: The Summary of the Services

The User may use the services under the name of the “AWV” offered by the ASSC described within the Terms herein, and other services specified separately by the ASSC. The services include: offering advice regarding the User’s enquiries; making suggestions for helping with the improvements of, or visiting, the User’s workplace and examining the situation and all of the problems reported; preparing a report or making suggestions on new measures for the Businesses; establishing a database; performing an analysis; reporting to the law enforcement agencies, fire services or emergency services at a time of emergency; and offering support and rescue measures through activities such as forming an investigation team within the ASSC. Furthermore, all communication-related expenses, required for e-mail exchanges, browsing websites and/or any other communications, in order to use the AWV services on mobile phones or other information-telecommunication devices, shall be covered by the Business.

Article 4: The Terms for Using Genba-Wise

1. The User of Genba-Wise, when registering a password for using the service, shall be responsible for protecting and managing the password safely in order to avoid abuse. The ASSC may deem any activities using the registered password as undertaken by the User.
2. All Users registered to use Genba-Wise may delete their account and cancel the membership at any time.
3. When the ASSC recognises or suspects a violation of the Terms by the User, the ASSC may suspend or delete the account without a prior notice to the User.
4. The User loses all access rights for Genba-Wise, regardless of the reason, when the account is deleted. The lost account is not recoverable even when the User accidentally deletes the account.
5. The account of Genba-Wise belongs only to the User exclusively. Any access rights for Genba-Wise shall not be transferred, rented, or inherited by a third party.
6. The User may not create more than one personal account for Genba-Wise.
7. In case of a personal account of Genba-Wise being suspended by the ASSC, the User may not create a new account without permission from the ASSC.

Article 5: Providing the Services

1. It is the responsibility of the User or the Business to make any requirements such as a smart device, communication equipment, operation system, communication method, and/or electricity available, in order to use Genba-Wise. When the User is a minor, the User shall use such devices and equipment which have been approved for use by the Business, their guardian, or legal representative.
2. The ASSC may not provide the services or part of the services to the Users due to their age, identity verification, or any missing information required by the ASSC for using the services ("Registration Information"), or to the Users who do not meet the conditions deemed necessary by the ASSC.
3. The User shall use the AWW with a full understanding of the conditions specified by the ASSC, including the name and contents of the AWW, and the age and the set-up requirement for using the services, pursuant to the Terms herein, within the scope specified by the ASSC.
4. The ASSC may set up or change AWW's name and the scope of use, for any reason, without any prior notification or warning to the User. The ASSC may also set up, make some additions to, delete, change the contents of, suspend, and/or abolish all or some of the functions of the AWW.
5. The ASSC may utilise all of the information on the AWW, including the contents of the consultations conducted via the AWW freely, for the early detection of potential problems of labour rights within the supply chain and the improvement of the situations, within the scope deemed appropriate for such purposes by the ASSC.
6. The User shall agree that even after the cancellation of the User's registration the ASSC may retain the contents of the User's consultations for a reasonable length of time, for the purposes of data backup, archiving, and/or audit, and that the ASSC may retain the copy of the archive records of the User, when required by law or for justifiable operational purposes.

Article 6: Questionnaires

1. The ASSC may at any time request the User to answer, vote and/or write a post in a questionnaire (questions) format, for research purposes on the Users' attribution, trends and opinions ("Questionnaire") as needed, via the website or e-mail.
2. The intellectual property rights including copyrights and any other rights, incurred regarding the User's response to the questionnaires, shall be transferred to the ASSC upon the submission of the response to the ASSC by the User. Moreover, the ASSC may utilise the

information included in the response, pursuant to Article 8 herein regarding the handling of the Registration Information and personal information.

Article 7: Managing the Verification Information and Changing the Registration Information

1. The User of Genba-Wise shall manage the information required by the ASSC for the User's connection verification, including the ID and password ("Verification Information"), which are part of the Registration Information, at their own risk and expense. The User shall not allow a third party to utilise the verification information; dispose such information by actions such as transferring to a third party, letting a third party to succeed or pledging; publish; or act in a similar manner.
2. The User shall be held responsible for any losses caused by a leak of the Verification Information due to inappropriate management by the User of Genba-Wise, a misuse, a use by a third party, or an illegal access. The ASSC shall not be held accountable for any loss, except for losses caused by the ASSC's deliberate intention or serious misconduct. In the unlikely event of some losses suffered by the ASSC or a third party due to an abuse of the Verification Information, the User shall remedy such losses.
3. The User of Genba-Wise shall contact the ASSC immediately when there is a change to the Registration Information; a third party obtains the Verification Information; or there is a doubt of misuse of the Verification Information by a third party, via a contact method pursuant to the Terms herein and specified by the ASSC. The User shall also take every possible measure to avoid a misuse of the Verification Information by a third party and follow the instructions by the ASSC when given.
4. The ASSC shall never be held responsible for any detriment suffered by the User of Genba-Wise, due to the inaction of such measures such as reporting to the ASSC specified in the previous section, except for cases caused by the ASSC's deliberate intention or serious misconduct.
5. The ASSC may deem the User as having lapsed from the membership, if the User of Genba-Wise did not contact the ASSC as required in Clause 3 above.

Article 8: The Registration Information and the Personal Information

1. The ASSC shall utilise the Registration Information for the purposes set out in the sections below:
 - (1) The operation of the AWV (including providing various types of information from the ASSC to the Business and/or the User)
 - (2) Providing the information about the services of the ASSC (including but not limited to the AWV), and the products and/or services of the advertisers or partner businesses, as the ASSC deems beneficial to the Businesses and the Users
 - (3) Analysing the Questionnaire surveys and the results for the quality management of the AWV
 - (4) Contacting the Users regarding the events which have a great impact on the operation of the AWV (including but not limited to considerable changes and suspension of the AWV services)
 - (5) Contacting the Users to seek agreement on the handling of the Personal Information
2. The User shall agree that the ASSC may disclose the Registration Information to a third party in the cases set out in the sections below:
 - (1) Aggregating and analysing the Registration Information for the improvement of the AWV and/or other related services, or the development of related business projects
 - (2) Disclosing or providing the information obtained by the aggregation or analysis described in the previous section, in a manner which does not allow any identification of the individual, to a third party
 - (3) If the User agrees to the disclosure and the use of their own Registration Information

- (4) If the disclosure and the use of the Registration Information is deemed necessary in order to provide the services required by the Business or the User
 - (5) If a third party including partner businesses requires the Registration Information in order to provide the services desired by the Business or the User (Third parties including partner businesses may not utilise the Registration Information provided by the ASSC beyond the purposes of providing the services)
 - (6) Required by law
 - (7) Necessary for the protection of the lives, health, and/or properties of the ASSC, the Business, the User or a third party, and/or any of the services provided by the ASSC
 - (8) Particularly necessary for the improvement of public health and/or the promotion of healthy development of children
 - (9) If the disclosure is requested duly by a governmental authority, a local government, or a person commissioned and required to collaborate with legal administrative tasks by the authority
3. The ASSC shall handle the Personal Information pursuant to the AWW Privacy Policy.
 4. The User may request a disclosure, deletion, amendment, or suspension of the Registration Information. The ASSC shall respond to such request immediately upon a verification of such request having been sent by the User.

Article 9: Suspension

1. If any of the below cases applies to the User or if the ASSC suspects such case(s), the ASSC may take immediate measures deemed appropriate by the ASSC, including the suspension of all or part of the AWW services for the User, at the sole discretion of the ASSC, by notifying the User of such measures, though without a prior notification or warning to the Business or the User and without the approval by the Business or the User. If the registered e-mail address is not functioning, taking the following measures shall be deemed as a notification to the User:
 - (1) The User violated the Terms of Use herein;
 - (2) The Registration Information contains false information and/or errors;
 - (3) The registered e-mail address is deemed not functioning;
 - (4) The user registration for Genba-Wise was completed using a false ID;
 - (5) The User left the Business or the relevant subcontractor;
 - (6) The User died; or
 - (7) Other reasons for the ASSC to deem the User inappropriate for the services
2. In any of the cases in the previous Clause, if the ASSC suffered any damage, the Business shall remedy any losses suffered by the ASSC.
3. The ASSC shall not be obliged to disclose the reasons of taking a measure set out in Clause 1 above, to the User.

Article 10: Intellectual Property

1. All of the copyrights for the information within the AWW including Genba-Wise, such as text, images, video, and programmes (including the rights set out in Article 27 and Article 28 of the Japanese Copyright Act), other intellectual property rights, portrait rights, publicity rights, other moral rights, proprietary rights and other property rights, belong to the ASSC.
2. The ASSC may translate, and exploit in every possible manner, any of the information posted, uploaded or saved by the User on the AWW (including but not limited to the text information and image information), upon saving and accumulating such information, for the purposes of smooth operation and improvement of the AWW, and/or advertisement of the ASSC and AWW (including the articles and contents reposted from a third party media). The User shall agree to such use.
3. The User shall agree that they shall not exercise the author's moral rights against the ASSC or the person who inherited or has been granted the relevant rights from the ASSC.

4. When a problem arises regarding the User's own copyrights, such as an infringement of third-party rights, the User shall resolve the problems at their own expense and on their own responsibility. In addition, the User shall not cause any inconvenience or damage to the ASSC.

Article 11: Prohibitions

1. The User shall not conduct the prohibitions below:
 - (1) False claims
 - (2) Actions to prevent the operation of the AWV
 - (3) Defamation of other Users, the User themselves, the ASSC, or a third party, libel, slander, or infringement of rights
2. When the User breaches any of the prohibitions set out in the previous Clause, the ASSC may claim compensation for any losses, caused by such breach, suffered by the ASSC (including reasonable amount of legal fees), against the User.

Article 12: The Cancellation, Suspension and Termination of the AWV

1. The ASSC may suspend all or part of the AWV services for the reasons set out in the sections below:
 - (1) A regular or emergency repair and/or maintenance of the computer systems used to provide the AWV services;
 - (2) An emergency such as fire, power cut, natural disaster or terrestrial disaster, which prevents the operation of the AWV;
 - (3) A war, conflict, violence, riot, or industrial action, which prevents the operation of the AWV;
 - (4) A malfunction of the computer systems used to provide the services, illegal access by a third party, or computer virus, which prevents the operation of the AWV;
 - (5) A measure taken pursuant to a law or bylaw, which prevents the operation of the AWV or the user services;
 - (6) When the ASSC informs the Users about such suspension, by methods such as e-mail, as far in advance as is reasonably possible; or
 - (7) Other reasons where the ASSC deemed the suspension unavoidable
2. If the operation of the AWV is suspended due to any of the reason set out in the previous section, the ASSC shall notify the Businesses and the Users regarding such suspension, by methods such as e-mail, as far in advance as is reasonably possible. However, an emergency may lead to an exception to this policy.

Article 13: Disclaimer

1. The ASSC shall not guarantee the legitimacy, accuracy, appropriateness, validity, morality, or existence of a license agreement, with regard to all of the information contained within the AWV.
2. The ASSC shall never be held responsible for any conflicts within the AWV caused between the Users, or the User and a third party (e.g., a suggestion of illegal actions or actions against public policy, defamation, humiliation, privacy violation, threat, libel, or harassment), except for conflicts caused by the ASSC's deliberate intention or serious misconduct.
3. The ASSC shall never be held responsible for any loss suffered by the User, caused by a suspension, cancellation, or termination, or a change of the AWV as described in Clause 3 of this Article (including but not limited to the losses caused by the loss of information), except for losses caused by the ASSC's deliberate intention or serious misconduct.
4. In addition, the ASSC shall never be held responsible for any losses caused by the User's personal computer, smartphone device, or mobile device; the set-up, such as the connection and the software; or any computer viruses. The ASSC may notify the User about the relevant set-up, etc, by methods specified separately.

5. The ASSC shall never be held responsible for any losses suffered by the User, caused by the use of the AWW for reasons other than those set out in the previous Clauses, except for losses caused by the ASSC's deliberate intention or serious misconduct.
6. The total amount of the ASSC's damage compensation arising from, or in connection with the Terms herein or the AWW, shall not be larger than the total amount paid by the User to the ASSC for the previous 12 months.

Article 14: Consultation and the Court of Jurisdiction

1. If any doubt or problem regarding the AWW arises amongst the Business, the User, the ASSC and a third party, the parties shall consult with each other in good faith and attempt to reach resolution accordingly.
2. Any lawsuit or other dispute arising out of or in connection with the Terms herein shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court in the first instance.

Article 15: The Governing Law

The Terms herein shall be governed by the laws of Japan and interpreted according to the laws of Japan.