

● TMS NAVIGATOR Terms of Service

To use TMS NAVIGATOR, you are asked to read and agree to the following Terms of Service before using the services.

[Article 1 Preface]

- (1) The TMS NAVIGATOR Terms of Service ("these Terms" hereinafter) define the terms and conditions for use of the "Mental Health Support Services for Organization Employees" ("the Service" hereinafter) furnished by Tokio Marine & Nichido Medical Service Co., Ltd. ("TMS" hereinafter).

Consent to these Terms is required in the use of the Service.

Unless the User gives consent to these Terms, TMS shall bear no responsibility for providing the Service to the User.

Use of the Service implies consent to these Terms.

- (2) TMS may modify the Terms of Service at any time without prior notice to the User when it deems necessary for whatever reason.

[Article 2 Nature of the Service]

The Service provides support and assistance for the mental health of the User. It is not a medical service. Use of the Service implies acknowledgement that there is no guarantee that it will improve the symptoms of the User.

[Article 3 Definition of User]

For the purpose of the Service, "User" refers to persons meeting any of the following criteria.

- (1) Persons who belong to organizations that have entered into service contracts with TMS for the Service and who have furnished the required personal information to the Service through their affiliated organization. However, persons retiring or severing from affiliated organization during the contract period for the Service shall cease to be eligible Users of the Service on the day of retirement or severance.
- (2) Family members within the second degree of consanguinity of persons meeting the criteria in (1) above.

[Article 4 Password management]

Users are responsible for the management of the "user ID" and "password" required for use of the Service. Users owning the "user ID" shall be deemed liable for all actions take with the "user ID" and "password."

[Article 5 Handling of personal and private information]

TMS shall receive the personal information required for provision of the Service from the User's affiliated organization that has entered into a service contract with TMS and directly from the User.

TMS shall handle personal and private information received from the contracting organization and the User in an appropriate manner as stipulated in "Handling of Personal and Private Information by TMS NAVIGATOR Service" (below).

[Article 6 Intellectual property rights]

All intellectual property rights inherent in the Service except for the "brief questionnaire on job stress" and "work-related stress diagnostic diagram" are the property of TMS.

The "occupational stress quick questionnaire" and "work-related stress diagnostic diagram" used in the Service are based on the Ministry of Health, Labour and Welfare's "FY1999 Research into the Prevention of Work-Related Disease."

[Article 7 Prohibition]

Users are prohibited from the following actions in the use of the Service. TMS may suspend or terminate use of the Service by the User in the event that the User commits prohibited acts.

- (1) Actions in contravention of these Terms
- (2) Actions in contravention of laws, regulations, ordinances and other statutes
- (3) Actions that impede or interfere with the operation of the Service
- (4) Other actions deemed inappropriate by TMS

[Article 8 Disclaimer]

TMS shall bear absolutely no liability for suspension or termination of the Service, or any damages incurred by the User as a result of such suspension or termination except in cases of willful or material negligence.

[Article 9 Governing law and jurisdiction]

These Terms shall be governed by the laws of Japan, and the Tokyo District Court shall have agreed exclusive jurisdiction over any disputes arising with respect thereto.

[Article 10 Amendment to TMS NAVIGATOR Terms of Service]

The content of the TMS NAVIGATOR Terms of Service may be amended as reasonably required in response to changes in the content of the Service or for other reasons.

Supplementary provision

Enforced July 1, 2009

Amended December 1, 2015

● Handling of Personal and Private Information by TMS NAVIGATOR Service

TMS shall handle personal and private information as described below in the provision of the TMS NAVIGATOR service.

1 Method of acquisition and purpose of use of personal and private information

TMS shall acquire personal and private information required for the provision of the Service in a fair and legal manner within the scope necessary, and shall not use any personal and private information acquired for any other purpose than the purposes described in (2) below.

In the event that TMS modifies the purpose of use of personal and private information within a scope reasonably deemed to be of substantial relevance to the purposes of use described in (2), it shall inform the User thereof or shall publish the modification on its web site, etc.

Personal and private information will not be used for any other purposes without the consent of the User except for the above.

The method of acquisition and purpose of use of personal and private information acquired in the provision of the Service are as set forth below.

- (1) Method of acquiring personal and private information

① Provision from the affiliated organization

TMS may receive basic information about the User (name, date of birth, email address, etc.) from the organization to which the User belongs.

(This assumes that the necessary procedures have been implemented within the affiliated organization to provide personal and private information to TMS.)

② Direct acquisition from the User

After the commencement of the Service, TMS may obtain personal and private information directly from the User in the form of data input to TMS NAVIGATOR pages, responses to occupational stress quick questionnaires and interviews, etc.

- (2) Purpose of use

① Provision, administration and improvement of the Service

- ② Academic research (personal and private information will be used in academic research after modification to make it impossible to identify the individual)
- ③ Health management by the industrial doctor (designated doctor), occupational health staff and health care personnel at each business office.
- ④ The results of an individual's stress check system ("Navi Check" hereinafter) will be used by TMS to process the individual's request for consultation and also provide them with consultation.

2 Provision of personal and private information to third parties

TMS will not provide personal and private information to third parties without the prior consent of the User except in the following circumstances.

- ① Disclosure pursuant to relevant laws and ordinances
- ② When disclosure is necessitated to protect the life, body or property of a person and it is difficult to obtain the consent of the User
- ③ When disclosure is particularly necessary to improve public health or promote the healthy development of children and it is difficult to obtain the consent of the User
- ④ When cooperating with a central government institution, local government entity or a party commissioned thereby in the performance of duties stipulated in relevant laws and ordinances and obtaining the consent of the User would constitute an impediment to the performance of said duties
- ⑤ When an industrial doctor (designated doctor), occupational health staff or health care personnel at a business office seeks it. (Contents to be disclosed in this case, and to whom, will be in accordance with an "Agreement on TMS NAVIGATOR Information Disclosure" concluded separately between the organization and TMS.)

In the provision of the Service, TMS may furnish personal and private information to external partner institutions and may receive reports from external partner institutions regarding consultations performed by such institutions. The consent of the User will be sought when personal and private information is provided to external partner institutions.

3 Disclosure to the affiliated organization

- (1) Upon completion of Navi Check, the results will be summarized using a method designated by the contracting organization, with a minimum number of subjects being 10. TMS will report the results to an officer designated in advance by the contracting affiliated organization as the person in charge ("Organization Official" hereinafter) after performing statistical processing on the Navi Check results so that individuals cannot be identified.

- (2) In principle, TMS will not report Navi Check, etc. findings in a form that allows the Organization Official to identify individuals. However, the User's Navi Check results may be reported to the Organization Official with the consent of the User when deemed necessary by the psychiatrist overseeing the Service.

- (3) TMS may report the names of persons who have not completed the Navi Check to the Organization Official solely for the purpose of reminding them to complete the Navi Check.

- (4) With regard to the Navi Check carried out in accordance with the Industrial Safety and Health Law or relevant rules, ministerial ordinances, notices or manuals ("Industrial Safety and Health Law, etc." hereinafter), individual completion status and results of the Navi Check will be disclosed to the test implementer, co-implementer, clerical officer, etc. designated by the contracting organization based on Industrial Safety and Health Law, etc. Confidentiality obligation applies to the contracting organization, not TMS. Users shall be informed in advance of the test implementer, co-implementer, clerical officer, etc. designated by the contracting organization based on the Industrial Safety and Health Law, etc.

4 Notification, disclosure, correction and suspension of use, etc. of personal data retained pursuant to the Act on the Protection of Personal Information

Refer to the Privacy Policy on the TMS website for further information on requests for notification, disclosure, correction and suspension of use with respect to personal data retained pursuant to the Act on the Protection of Personal Information ("Requests for Disclosure, etc." hereinafter). (Tokio Marine & Nichido Medical Service Co., Ltd. web site URL: <http://www.tokio-mednet.co.jp/>)

5 Web site security measures

- (1) SSL -encrypted data transfer

SSL encryption is used for all transmissions of personal and private information. SSL is the most common form of encryption for data transmitted over the Internet between two parties and is used on many web sites. The automatic encryption of personal and private information input by the User helps to prevent important information from being stolen or falsified.

* Due to the nature of the Internet, there is no 100% guarantee of security when transmitting data.

- (2) Prevention of unauthorized access

The system prevents unauthorized external access by using firewalls and, for certain information, IP filtering. Internally, the system limits the people with access to personal and private information and takes the utmost care in ensuring the safety of personal and private information that is retained.

- (3) Use of Cookies

A TMS NAVIGATOR cookie will be placed on the User's computer during use of the Service. The cookie is used to retain the login information of the User between sessions and is not used for purposes of acquiring personal and private information, etc.

6 Amendment of this explanation

The content of "Handling of Personal and Private Information by TMS NAVIGATOR Service" may be amended as reasonably required in response to changes in the content of the Service and advances in online technology, etc.

Supplementary provision

Enforced July 1, 2009

Amended December 1, 2015

The TMS Health Promotion Division received certification on September 25, 2007, for its Information Security Management System (ISMS), in regard to the important information on its Users that it maintains in order to carry out its Service. We are committed to maintaining, improving and properly operating our ISMS in order to provide to our Users with even more valuable Service. Please see the TMS website for our basic ISMS policy.

TMS NAVIGATOR Office

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Hours of business are 9:00-17:00 on weekdays (excluding year-end and new-year holidays).