

The Agreement for Users of Public Certification Service for Individuals

(July 8, 2013)

Article 1 (General Provisions)

1. “Public Certification Service for Individuals” (hereinafter referred to as “the Service”) is a service in relation to the electronic certificate which is issued by the certificate authority managed by Governor of Hokkaido in cooperation with municipal mayors(hereinafter referred to as “Hokkaido CA”) . (Certification work shall be implemented by designated certification authority). The Service conducts certification business grounded upon “the Act on Certification Business of Local Governments in Relation to Electronic Signatures” (hereinafter referred to as “the Basis Law”) and offers mutual authentication with Government Public Key Infrastructure (GPKI) managed by the Japanese Government.
2. The Agreement for Users of Public Certification Service for Individuals (hereinafter referred to as “the Agreement”) sets out matters concerning utilization of the Service. Those matters of the Service not set out in this agreement shall be found in and abide by the Basis law and/or set out in Hokkaido Certificate Authority Certification Practice Statement (hereinafter referred to as “CP/CPS”). Users must respect and abide by the Agreement and CP/CPS (hereinafter referred to as “the Agreement and others”) to use the Service.
3. Definition of terms in the Agreement as follows;
 - (1) Basic 4 items of information: Name of the person, date of birth, sex, address.
 - (2) Nickname : Nickname set out in order for enforcement of the Basic Resident Registration Act(1967, ordinance number 292) Article 30-26, clause1.
 - (3) Alternate characters : Alternative characters used in the terminal which are to be used for issuing the electric certificate and others when impossible to view.
 - (4) Insecurity : leakage, loss or damage. Otherwise leakage and others.
 - (5) Private Key : One of the pair keys used to produce an e-signature in Public Key Cryptosystem.
 - (6) Public Key : One of the pair keys used to decode an e-signature in Public Key Cryptosystem.
 - (7) Issuer’s signature code : Governor of Hokkaido who is the issuer of electronic certificates, his/her private key.

Article 2 (About the Service)

1. A receiver of the Service is a person who is registered in the basic resident registration and has applied to use the Service(hereinafter referred to as “the Applicant”).
2. An electronic certificate shall be stored and issued in an IC card such as the basic resident registration card of which criteria comply with the Basis Law.
3. An electronic certificate is to certify the public key stored in the applicable electronic certificate for the person who applied for the applicable electronic certificate in compliance with Article 4, clause 3 (hereinafter referred to as “the User”).
4. Under the Service, the User can use a Private Key for an e-signature, which matches the Public Key which is recorded in an electronic certificate.

Article 3 (Application of Electronic Certificate)

1. The Applicant shall use the appropriate form of application document at the municipal government office (hereinafter referred to as “the Office”) to apply for an electronic certificate.
2. The Applicant must present or hand in proof of identification at the time of application. At the time of submission of application, an officer at the Office makes a copy of the proof to confirm the applicant’s identity and keeps this at the Office.
3. The Applicant shall agree to use alternate characters for their own basic 4 items of information (basic 4 items of information and nickname, if nickname is registered in their resident record for foreign residents) when this information is not appropriately viewed.
4. The Applicant must not make a false application.
5. The Applicant must not be issued with two electronic certificates
6. In the case of the Applicant making an application through a representative, the representative must submit a letter of attorney. The representative must present proof of identification. At the time of submission of application, an officer at the Office makes a copy of the proof to confirm the applicant’s identity and keeps this at the Office.

Article 4 (Issue of Electronic Certificate)

1. An officer at the Office assesses the application according to designated procedure after the application was received.
2. An officer at the Office may decline the application and refuse to issue an electronic

certificate.

3. When an officer decides the application is competent and genuine, he/she shall provide an electronic certificate issued by Governor of Hokkaido to the User.
4. An officer at the Office shall receive the designated fee from the User.

Article 5 (Term of Validity of Electronic Certificate)

Term of validity of the electronic certificate is 3 years from the date of issue.

Article 6 (Renewal of Electronic Certificate)

The User may have their electronic certificate renewed (invalidated or issued) at the Office. Term of validity of a renewed electronic certificate is 3 years from the date of renewal.

Article 7 (Application for Invalidation of Certificate by the User)

1. In the case of an unsecured Private Key or possible insecurity, the User must make an application for invalidation at the Office immediately.
2. When the User voluntarily wishes to discontinue use of an electronic certificate, they must make an application for invalidation at the Office or online.

Article 8 (Invalidation by Governor of Hokkaido)

1. Governor of Hokkaido shall invalidate an electronic certificate when the following occur other than it is mentioned in the previous Article. ;
 - (1) Under the Basis Law Article 12, when information to invalidate is recorded such as any changes of address, name and when the fact of death arises.
 - (2) Under the Basis Law Article 13, when wrong information is recorded.
 - (3) Under the Basis Law Article 14, when information on leakage of issuer's signature code is recorded.
2. Governor of Hokkaido shall notify the User of invalidation of an electronic certificate due to the previous item (2) as soon as possible.
3. Governor of Hokkaido shall disclose publically the fact of invalidation of an electronic certificate on the prefectural website and/or other publications (hereinafter referred to as "the website and others") due to the previous item (3) immediately.

Article 9 (Removal of Private Key and Electronic Certificate after Invalidation of Electronic Certificate)

1. The User shall remove their Private Key and electronic certificate when an

application for invalidation of the electronic certificate is made under Article 7, clauses 1 and 2 at the Office immediately. When the User invalidates their electronic certificate under Article 7, clause 2, online and/or invalidation of their electronic certificate occurs under Article 8, the User must apply for removal of their Private Key and electronic certificate immediately at the Office.

2. The User must present or hand in proof of identification when submitting the application for invalidation mentioned in the lower paragraph of the previous clause. At the time of submission of the application, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.
3. When the User applies through a representative, the representative must provide a letter of attorney. The representative must also present proof of identification. At the time of submission of application, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.

Article 10 (Initialization of Password and Unlocking)

1. The User shall be able to apply for initialization of a password for Public Certification Service for Individuals (hereinafter referred to as "the password") at the Office when he/she forgets the password.
2. The User shall be able to apply for unlocking when they enter the wrong password 5 times in a row and it locks the system.
3. In the case of above mentioned clauses 1 and 2, the User must submit an application form and proof of identification. At the time of submission of the application, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.
4. The User shall be able to apply for matters mentioned in clauses 1 and 2 through a representative. In this case the representative must submit a letter of attorney. The representative must present proof of identification. At the time of submission of application, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.

Article 11 (Notification to the User)

1. The User shall be penalized under the Basis Law Article 61, when they make a false application resulting in Governor of Hokkaido issuing an electronic certificate containing false information .
2. The User must be cautious of the security of the Private Key, IC card which contains the Private Key and the password, as the e-signature has a legal effect

equivalent to a personal signature and stamped seal. The password should be changed regularly to ensure security.

3. The algorithm to produce the electronic certificate using the Private Key shall be “SHA-1 with RSA” and the length of key shall be 1024 bit. The User must use this e-signature algorithm.

Article 12 (Obligation of the User)

The User shall be obligated to the following, besides the matters mentioned in the previous articles at the time of receiving the Service.

- (1) The User must use the electronic certificate only for the purpose set out in the Agreement and others.
- (2) The User must view the website and others regularly to obtain information regarding the Service.
- (3) The User must bear responsibility and the cost for preparation of the equipment, software and internet access and other necessary devices in order to use the Service.
- (4) The User must make a responsible decision under the previous items for usage of electronic certificate.

Article 13 (General Prohibited Matters)

The Following acts and/or possible committing of such conducts by the User shall be prohibited.

- (1) Violation of public order and standards of decency
- (2) Violation of law
- (3) Obstructing the business and/or damaging the reliance of the Service.
- (4) Causing disadvantages to other users of the Service

Article 14 (Penalties for the User)

As stated in Article 11 clause 1, in relation to certification business, the person making a false application to Governor of Hokkaido resulting in the governor issuing an electronic certificate containing false information shall be subject to a penalty of up to 5 years imprisonment or a 3 million yen fine under the Basis Law Article 61.

Article 15 (Confidentiality of Private Information)

1. Governor of Hokkaido shall handle the User’s private information appropriately.
2. Governor of Hokkaido shall not disclose personal information accrued to any third

person/s other than to the User , unless complying with the Basis Law or receiving requests from law enforcement agencies on a legal basis.

Article 16 (Rights of the User to Request the Disclosure of Information on Certification Business and Amendment and Other Claims)

1. Every person shall hold the right to request the disclosure of information on certification business for the User themselves.
2. Every person shall hold the right to request an amendment and other claims on all or part of the information on certification business which is disclosed to themselves under the previous clause.
3. At the time of the request, stated in the previous two clauses, the claimant must submit a written request and proof of identification. At the time of submission of a written request, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.
4. The claimant shall be able to apply for matters mentioned in clauses 1 and 2 through a representative. In this case the representative must submit a letter of attorney. The representative must present proof of identification. At the time of submission of the application, an officer at the Office makes a copy of the proof to confirm the applicant's identity and keeps this at the Office.

Article 17 (Confirmation of Validity on Certificate of Government Posts and Certificate of Responsibilities)

The User shall be able to confirm the validity of a certificate of government posts or a certificate of responsibilities which has been issued by a government department or local public entity.

Article 18 (Provisions of Information, Publication and Notification)

1. Method of notification from Hokkaido CA to the User shall be written and sent by post or other appropriate methods, whichever Hokkaido CA decides as appropriate.
2. Hokkaido CA shall publically announce the Agreement and others and other important information regarding the use of an electronic certificate for the User on the website and others.

Article 19 (Suspension of the Service)

Hokkaido CA or the Office shall be able to suspend the Service partially or entirely when the following matters stated in each numbered item occur without notifying the

User.

- (1) In the case of emergency or for regular maintenance on facilities of provision of the Service.
- (2) In the case of difficulty providing the service partially and entirely due to the occurrence of fire, power failure, natural disaster, war, riot or labor dispute and other circumstances.
- (3) In the case of provider's interruption or discontinuation of telecommunication service necessary to provide the Service.
- (4) In the case of recognition of other technical or management reasons.

Article 20 (Change of Service)

Governor of Hokkaido may change all or part of the Service due to amendments to the Basis law or other changes.

Article 21 (Intellectual Property Right)

The User shall agree that all copyright and other intellectual property rights of programs such as software and/or other copyrighted properties (every book of procedure, the Agreement and other literary works) to be lent or provided to the User at the time of using the Service remain with the developer and others who hold the copyright. This regulation shall remain valid after the User terminates usage of the Service.

Article 22 (Exemptions)

1. Hokkaido shall not incur any liability for damages caused by any of the following which is not attributable to Hokkaido.
 - (1) Earthquake, volcanic eruption, tsunami, typhoon and other natural disaster.
 - (2) War, terrorism, riot, social disturbance, conflict, labor dispute.
 - (3) Radioactive substance, explosive substance, environmental pollutant.
 - (4) Breach of encryption or security methods employed in the Service that are regarded as secured by the general technological standard.
 - (5) Items (1) to (4) and/or other inevitable accidents
 - (6) Leakage of the User's private key or other information.
 - (7) Breach of the Agreement and others by the User.
2. Hokkaido shall not incur any liability for damages to the User caused by any of the following which is not attributable to Hokkaido.

- (1) Fire, power failure, suspension of business of public service.
- (2) Defects, faults and/or other problems of software, hardware, system and network, or operational error made by the User
- (3) Defects or faults on the User's computer systems such as hardware or software cause by the User using an electronic certificate.
- (4) In a case where Hokkaido CA demands emergency maintenance on facilities to provide the Service.

Article 23 (Liability of Damages)

Hokkaido shall incur any liability for damages to the User when the circumstance is attributed to Hokkaido such as a case where an officer intentionally or unintentionally has caused damages to the User at the time of implementation of certification business.

Article 24 (Amendment of the Agreement)

1. Governor of Hokkaido shall be able to amend the Agreement on reasonable grounds, without consent of the User and the User shall approve that in advance.
2. The previous clause shall be applied to the User after the public announcement of such amendment by Governor of Hokkaido on the website and others . The User shall agree to use the Service by complying with the amended Agreement after such public announcement even when their electronic certificate had been issued prior to the amendment.

Article 25 (Governing Laws)

All establishments, interpretations and executions of the Agreement and others shall be governed by the laws of Japan.

Article 26 (Compliance of Export Control)

The User shall comply with Japanese or other country's export laws and regulations on exporting all or part of software and information technology in relation to the Service.

Article 27 (Court of Competent Jurisdiction)

Sapporo District Court shall be the agreed court with exclusive jurisdiction of the first instance over all disputes in connection with the Agreement and others and the Service

