Searchable Whois Access Policy and Terms of Use

The Searchable Whois Service (SWS) is provided by GMO Registry, Inc ("GMO"). Use of the SWS is restricted to ICANN accredited registrars, law enforcement officials and others with a legitimate purpose for using the service. Access is granted solely at the discretion of GMO Registry and on a case-by-case basis. Applications for access to the SWS should be sent to the Registry via the web contact form on the GMO Registry website (https://www.gmoregistry.com/en/contact/) and clearly state the reason for requested access.

By using the SWS you agree to comply with these Terms and Conditions ("the Terms"). We may revise the Terms at any time by amending this document with GMO's sole discretion. You agree to review this page each time you use the SWS. By using the SWS after any changes have been made to the Terms, you agree that those changes will be binding on you. If you do not agree to or accept any part of the Terms you must not use the SWS.

GMO operates the SWS in compliance with the Japanese Act on the Protection of Personal Information ("The Act"), provisions of Telecommunications Business law relating to privacy of communications, and its own Privacy Policy in the acquisition, usage and all other handling of the personal information.

The purpose of the Act is to protect the rights and interests of individuals, to prescribe the duties to be observed by entities handling personal information (any information about a living individual which can identify the specific individual by name, date of birth or other description) etc. regarding the proper handling of personal information. Under the Act and its own Privacy Policy, GMO's obligations in regard to the handling of personal information including the following:

To obtain personal data fairly and lawfully
To declare purpose of utilization
To use only within the scope of purpose of utilization
To handle personal information securely
To maintain accurate informationTo retain personal information for no longer than is necessary
To refrain from providing personal information to a third party without consent

When you use the SWS, you agree to inform us of the true reason you are accessing the information provided in order to demonstrate you have a legitimate need/reason to access the relevant personal information. You also agree, in respect of any use you make of the SWS and any information you obtain from it, that you:

have a legitimate reason for accessing the personal information;
will not use the information for marketing purposes, spamming, data-mining, or any unlawful purposes;
will not share information derived from the SWS with any individual or entity (other than as required by law, with a court of law or enforcement agency, or with your legal advisor) that is not bound by the terms of the SWS;
will not share your user name and password with any unauthorised third party or parties;
understand and acknowledge that you will be accessing personal information and that you must comply with the Act;
understand and acknowledge that GMO records information about all searches of the SWS (including the person making the search, the IP address from which the search was made, and the reason for such search).

To prevent data-mining and other forms of bulk data access, you will be limited to no more than fifty (50) SWS queries per twenty four (24) hours.

The Registry Operator reserves the right to revoke any your right to use the SWS or to take any other preventive action necessary to prohibit you from using the SWS to collect personal information for marketing purposes, commercial purposes, spamming, data-mining, or unlawful purposes.

GMO owns all rights in the WHOIS database, including any information made available through the SWS. This includes all copyright, database rights and all other applicable intellectual property rights. All rights are reserved. At our request, which may be made for any reason, you will destroy all information you obtain or have obtained through the SWS.

We are entitled to change the information we provide through the SWS, or withdraw any part or the entire service at any time. We are entitled, in our sole discretion, to terminate your access to the SWS for any reason, including without limitation, a breach by you of these terms and conditions.

You agree to indemnify us without limitation for any loss or damage suffered by us or any connected third party which is caused by or connected to a breach of these terms and conditions by you.

GMO does not warrant the integrity, accuracy, certainty, usability or similar of the SWS or information obtained through the SWS. If you suffer damage in connection with a delay, change, discontinuation or abolishment of the service, loss or other similar events
relating to the information or other similar matters registered or provided through the SWS, or use of the SWS, GMO shall not be liable for any or all damage, unless such damage is caused by wilful default or gross negligence on the part of GMO.

The execution, efficacy and fulfilment of the Terms, and the interpretation of the respective clauses of the Terms shall be governed by the laws of Japan. In the event that any question arises in regard to the interpretation of the Terms, GMO shall determine the interpretation within reasonable bounds. Disputes shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.