

三菱 HEMS (HM-ST03 スマートフォン用) 利用規約 利用規約

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第 1 条（利用条件）

1. お客様は、本規約に従い、お客様が所有又は管理し、かつ、三菱 HEMS 取扱説明書等において、当社が指定している対応 OS を備えた端末デバイス（以下「端末デバイス」といいます）に本アプリをインストールし、本アプリを利用することができます。
2. 対応端末デバイスであっても、本アプリの正常な動作を保証するものではありません。
3. お客様は、本アプリのレンタル、リース、貸与、販売、譲渡、再配布又はサブライセンスをすることはできず、お客様が端末デバイスを、お客様と第 4 条に規定されたお客様のログイン情報を共用する方以外に譲渡する場合には、譲渡前に本アプリを削除しなければなりません。お客様は、本アプリ、そのアップグレード、又はそれらの一部について、複製、逆コンパイル、リバースエンジニアリング、逆アセンブル、ソースコードの解明の試み、改変、又は二次的著作物の創作を行うことはできません。かかる行為のいかなる試みも、当社及びその権利元の権利の侵害となります。お客様がこの制約に違反した場合、お客様は、損害賠償請求及び提訴される場合があります。
4. 本規約は、当社が提供する本アプリのアップグレード及び補足アプリで別の利用規約が提示されない限り、すべてのアップグレード及び補足アプリに適用されます。

第 2 条（著作権等）

1. 本規約の規定によらず、本アプリに関し当社が保有する著作権、商標権を含む知的財産権等一切の権利は、当社に留保するものとし、お客様は、本アプリの利用権以外の知的財産権等いかなる権利を有しないものとします。
2. 本アプリによりお客様に提供されるサービス、技術などに関する情報は、特許法・著作権法その他の知的財産権関連法令で保護されております。お客様は、本アプリを使用するため、当該情報を非営利目的かつ私的利用を目的とする場合に限り使用できます。それを超えて、利用（複製、送信、頒布、譲渡、翻案等を含む。以下同じ）することはできません。
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第 3 条（費用）

本アプリの利用自体は無料ですが、本アプリのダウンロード、インストール及び利用に伴う通信料金等、及び本サービスを利用するために必要な端末デバイス、三菱 HEMS 対応アダプターや無線 LAN 等の通信機器、本サービスによって管理、制御される家庭電化製品等の住宅設備機器（以下「機器」といいます）に関する費用、及びインターネット等に接続する際のその他通信に関する費用は、お客様の負担となります。

第 4 条（ログイン ID 及びパスワード）

1. お客様が本アプリをご利用の際にはログイン ID 及びパスワード（以下、あわせて「ログイン情報」といいます）が必要となります。

2. ログイン情報には、第6条に記載される禁止行為に関連する文言を使用してはならないものとします。お客様が第6条に記載される禁止行為に関連する文言を使用した場合、当社はおお客様のログイン情報を削除する場合があります。

3. お客様は、ログイン情報の管理とその使用について責任をもち、お客様のログイン情報を貸与、譲渡等をしてはならないものとします。

第5条 (データ使用に対する同意)

1. 当社は、お客様の本アプリ、本サービス、及び本サービスにより操作される機器、並びに三菱HEMS対応アダプターに関わる技術及び関連情報(以下「HEMSデータ」といいます)を、お客様が所有する三菱HEMSを通じて収集、使用します。

2. HEMSデータには、接続機器情報、運転状態、設定状態、操作履歴、電力使用量、故障情報、温湿度情報、本アプリ、本サービスの操作履歴、アクセス履歴、ネットワーク接続情報等を含みます。

3. HEMSデータは、本サービス、及び本アプリに関連するソフトウェアアップデート、本アプリや機器等の製品サポート、及びその他サービスをお客様に円滑に提供するために収集されます。

4. 当社は、商品の改善又はお客様に対するサービス若しくは技術の提供を行うために、お客様個人を識別しない方法に限り、HEMSデータを使用することができるものとします。

5. 当社は、HEMSデータを、お客様個人を特定できないデータとして、第三者に提供する場合があります。

6. お客様のHEMSデータの利用停止、消去、第三者への提供の停止については、以下のお問合せ先にご請求ください。ただし、ご請求の時点で、使用、提供したデータに関しては、対応できない場合がありますので、ご了承ください。

お問合せ先：三菱電機株式会社 IoT・ライフソリューション新事業推進センター

メールアドレス：kyo_hems1.ml@rj.MitsubishiElectric.co.jp

第6条 (禁止行為)

1. お客様は、本アプリ、及び本サービスを利用するにあたり、又は本アプリ、及び本サービスの利用に関連して次の各号の一に該当する行為を行ってはならないものとします。

(1) 当社又は第三者の財産権(著作権、商標権等の知的財産権を含む)を侵害する行為

(2) 当社又は第三者に対する誹謗中傷行為、肖像権、プライバシー権等を侵害する行為

(3) 日本国又はご利用の際にお客様が所在する国・地域の法令・条例等に違反する行為又はそのおそれのある行為

(4) 公序良俗に反する行為

(5) 選挙運動、又はこれに類似する行為

(6) 本アプリ、及び本サービスを通じて入手した情報を、当社の事前の承諾を得ることなく第2条の範囲を超えて使用する行為

(7) 当社の事前の承諾を得ることなく本アプリ、及び本サービスを使用して営業活動、又は営利を目的とした情報提供活動を行う行為

(8) 当社の管理する本アプリ、及び本サービスその他の業務の運営・維持を妨げ、又は当社の信頼を毀損するような行為、若しくはそのおそれのある行為

(9) 本サービスに関する情報又は本アプリ、及び本サービスを通じて提供される情報を改ざん、削除等する行為

(10) 有害なコンピュータープログラム等を送信、又は書き込む行為

(11) お客様のログイン情報を、お客様と同じ機器を使用しない第三者に公開し、又は第三者に利用させる行為

(12) 他人(実在しない人を含む)になりすまして、本アプリ、及び本サービスを利用する行為

(13) 本規約等に反する行為

(14) その他当社が不適切と判断する行為

2. これらに反した場合、当社は、お客様の本アプリ、及び本サービスの利用を停止させることがあります。

3. お客様の禁止行為によって当社が損害を被ったときには、当社の故意又は重過失による場合でない限り、お客様にその損害のすべてを賠償していただくものとします。

第7条 (サービスの一時停止)

当社は、次の各号のいずれかに該当する事由が発生した場合、お客様に事前の通知なく本サービスの一部、又は全部を一時的に停止することがあります。

(1) 天災、その他の非常事態が発生した場合

(2) 当社が設置する電気通信設備の障害や負荷が集中した場合

(3) 当社の電気通信設備の保守上又は工事上等の緊急のやむを得ない事由を生じた場合

(4) その他、当社が管理上、運営上又は技術上の問題が発生し本サービスを停止することが必要と判断した場合

第8条 (サービス内容の変更、終了等)

1. 当社は、お客様への事前の通知なく、本サービスの内容の追加、変更、一部終了等を行うことができるものとします。

2. 当社は、お客様に事前の通知をした上で、本サービスの全てを終了することができるものとします。

第9条 (お客様によるサービスの利用の終了)

1. お客様は、お客様が本アプリをインストールした全ての端末デバイス上からログインIDを削除し、その後本アプリをアンインストールすることで本サービスの利用を終了することができます。

2. 当社は、お客様が本条第1項により本サービスの利用を終了している、していないに関わらず、1年以上にわたってログインしていないお客様の情報をデータベースから削除できるものとします。

3. 本条第2項の規定は、当社がお客様の情報について削除する義務を負うものではありません。

4. 当社は、お客様が本規約に違反したと判断した場合、本サービスを利用する者として不適切であると判断するような行為があった場合、又はお客様が反社会的勢力である場合(反社会的勢力であった場合も含みます。)、お客様への事前の通知なしに直ちに、該当するお客様への本サービスの提供を停止することができるものとします。また、お客様がこれらに該当し、当社が損害を被った場合、お客様は当社から損害賠償請求及び提訴される場合があります。

5. 本条第4項に基づき本サービスの提供を停止されたお客様は、当社との本アプリ及び本サービスに関する契約は解除されるものとし、以後お客様は本アプリ及び本サービスを利用してはならないものとします。

第10条 (免責)

1. 当社は、本アプリ、並びに本サービスの完全性・正確性・安全性等、提供、一時停止、停止、終了、内容の追加・変更(アップデート)等、及びお客様の情報の削除について、当社の故意又は重過失による場合を除き、一切の責任を負わないものとします。

2. 当社は、本規約に関連しお客様に生じた損害について、当社の故意又は重過失による場合を除き、一切の責任を負わないものとします。

3. お客様との本規約に基づく本アプリ、及び本サービスの利用に関する契約が、消費者契約法に定める消費者契約に該当する場合、前2項に定める免責は適用されないものとし、当社は、当社の故意又は重過失による場合を除き、通常生じうる損害の範囲内で損害賠償責任を負うものとします。

4. お客様は、お客様の自己の責任により本アプリ、及び本サービスを利用するものとします。
5. お客様は、本アプリ、及び本サービスのリンクを通じたウェブサイトへのアクセスについて、お客様の自己責任において行うものとします。(リンク先と当社が関連会社、取引先などの関係を有していることを意味するものではありません。)なお、当社のウェブサイトに関連した当社関連会社のウェブサイトを利用される場合には、当社が定める利用規約だけでなく、リンク先の会社が定める利用規約についても守っていただく必要があります。
6. お客様は、本アプリ、及び本サービスの利用に必要な機器、端末デバイス、三菱HEMS対応アダプターや無線LAN等において、お客様の自己責任において、通信環境の整備、設定等、本アプリ、及び本サービスを利用するための準備、方法等を行うものとします。

第11条 (本規約の変更)

1. 当社は、お客様の承諾を得ることなく、本規約の変更ができるものとします。
2. 当社は、本規約を変更した場合、当社ウェブサイト、その他当社が別に定める方法により通知します。なお、前項の変更が、お客様に大きな影響を与える場合、当社は、あらかじめ合理的な事前通知期間を設けるものとします。

第12条 (お客様への通知)

1. 当社は、お客様へ通知する必要がある事項が発生した場合、当社のウェブサイト上への公告を実施することがあります。また、この実施において、当社からお客様への通知がなされたとみなします。
2. 通知内容としては、第8条の第2項のサービスの終了の連絡を含みます。

第13条 (準拠法及び管轄裁判所)

1. 本規約、本アプリ、及び本サービスに関しては日本法を適用するものとします。
2. また、本規約、本アプリ、及び本サービスの利用に関する一切の紛争については、当社の住所地を管轄する簡易裁判所及び地方裁判所を管轄裁判所とする裁判により解決するものとします。

第14条 (お客様と第三者との紛争)

1. 万が一、お客様と第三者との間で紛争が生じた場合には、お客様自身の責任と費用でその紛争を解決していただくものとします。
2. 本条第1項の場合に当社が損害を被ったときには、お客様はその損害のすべてを賠償していただくものとします。

第15条 (お客様からの連絡)

お客様が、本アプリ、及び本サービスについて連絡が必要な場合には、原則として取扱説明書等に記載の当社ご相談窓口にお電話を用いて連絡を行うものとします。

第16条

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backbone

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fullcalendar

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jquery.jqplot

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jquery.mobile

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text

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mobiscroll

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require

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swiper

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jquery.blockUI

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