Translation for reference only（参照用英語翻訳版）
cybozu.com Terms of Use (Last updated November 7th, 2024)

Any customer ("Customer") who uses any of the services provided by Cybozu Inc. ("Cybozu") at cybozu.com (including cybozu.com store service (the "Store Service") and free trial use of any of these services; individually a "Specific Service" and collectively the "Services") is required to use the Services in accordance with these Terms of Use ("Terms of Use"). If Customer orders any one of the Services and then the notice as to completion of order is made to Customer using or requesting use of the Services, Customer shall be deemed to have consented to these Terms of Use with respect to each Services, and it shall be deemed that the service agreement under the Terms of Use (the "Service Agreement") shall be entered into and executed.

In addition to these Terms of Use, separate terms and conditions, guidelines and policies, etc., may apply with respect to the use of Specific Service. Please confirm the same before using any Specific Service.

1.Definitions

The following capitalized terms shall have the meanings provided below:

① "Customer" means any legal entity or organization that has applied to use the Services in accordance with the procedures prescribed by Cybozu upon confirming these Terms of Use, or any person who has been licensed by Cybozu to use the Services.

② "Customer Information" means Customer number, name, trade name, address, domicile, contact person, contact information and any other data generated by use of the Store Service.

③ "Store Manager" means any person registered by Customer as a manager who executes an agreement on Specific Service or takes any other procedures with Cybozu via the Store Service.

④ "Service User" means any person registered by Customer as a user for use, or trial use, of Specific Service with or without charge under the control of Customer. Customer may invite any guest user to use the guest space of kintone and register him/her as a Service User. Customer may allow such guest user to use the Services in the same manner permitted to the Service Users of the Services, provided it is limited to within the guest space to which such guest user is invited.

⑤ "Service System" means telecommunications equipment installed by Cybozu for use primarily in relation to the Services.

⑥ "Terminal Equipment" means any type of server, terminal equipment or any other communication equipment or communication network necessary for use of the Services (other than the Service System) that are installed by Customer and the Service Users themselves or for which they make a contract with any third party.

⑦ "Service Account Information" means the ID and password (the account information for use of the Store Service shall be referred to as the "Store Manager Account Information" and the account information for any service other than the Store Service shall be referred to as the "User Account Information"), e-mail address, and access URL to log in and such other information as a Service User may need to access any Specific Service.

⑧ "API" means an Application Programming Interface for the Services provided by Cybozu.

⑨ "Template Program" means a program, such as a template or plugin, related to a Specific Service, which is provided by Cybozu or any other creator via the Services, for the purpose of use only through the Services, and a JavaScript file or other script provided by Cybozu that can be used on the Services for purposes such as customizing the Services.

⑩ The "Custom Functions" means the functions in the Services in order to apply plugin, JavaScript file, etc., which are provided by Cybozu or any third party, to the Services.

⑪ The "API etc." collectively means the API, Template Program, The Custom Functions and JavaScript file or other script created by Customer or any third party.

⑫ The "Third Party's Solutions" collectively means Template Program and JavaScript file or other script provided by any third party as well as other program, product and service linked up with the Services provided by any third party.

2 Application Procedure
   (1) Cybozu shall enter into the Service Agreement based on these Terms of Use for the Specific Service Customer requests the use of.

(2) When Customer wishes to apply the Service Agreement, Customer will be asked to submit Customer number, name, trade name, address, domicile, contact person, contact information and other information as requested by Cybozu in order to identify such application (collectively, "Customer Information") in a manner designated by Cybozu. Customer may also be asked to submit the documents evidencing the above.

(3) Cybozu may confirm and examine each of the above matters submitted in relation to each application for execution of a Service Agreement. As a result, applications may not necessarily be accepted in the same order in which applications are received.

(4) Cybozu may choose not to accept an application for the Service or cancel the agreement, if any of the following descriptions is true with respect to such application:

① an application therefor has been made with false information;

② an applicant has failed or Cybozu judges that an applicant is likely to fail to perform his/her contractual obligation in relation to the Specific Service provided by Cybozu.

③ Cybozu reasonably determines that it will have difficulty continuing to provide the Services; or

④ Cybozu determines that it may cause significant interference with the performance of its business.

(5) Each application procedure taken by using the Store Manger Account Information and any other applied matter or any matter confirmed by e-mail sent to such address as registered as the Store Manager Account Information shall be treated by Cybozu as having been taken or conducted by Customers themselves.

3 Service User

(1) Customer may register the User Account Information for the Service Users up to the number permitted by Cybozu for each Specific Service. Only individuals whose User Account Information is registered may use or trial the Specific Service as Service Users, provided that Customer causes such Service Users to comply with these Terms of Use and manage such Service Users with the due care of a prudent manager.

(2) Customer may not allow individual User Account Information to be shared by several persons.

4 Store Service

   (1) The Store Service may only be used by Customer for the purpose of its own use and viewing, such as making applications for the use of any product or service, etc., on offer via the Store Service.

   (2) Customer may use the Store Service until all the Service Agreements terminate due to cancellation or otherwise.

   (3) The Store Service is provided for free.

5 Free Trial Use

   (1) During the trial period, Customer may use Specific Service for free to the extent separately designated by Cybozu.

   (2) The trial period is separately notified in connection with each Specific Service. If Customer wishes to continue to use Specific Service after the expiry of its trial period, Customer must acquire the right of use from Cybozu by separately applying for full use of fee-based services and enter into an agreement on use of service with Cybozu. Under no other circumstances, shall Customer be allowed to trial or use Specific Service after the expiry of its trial period.

   (3) If Customer wishes to apply for full use of the Services with charge, Customer shall take the application procedures as separately notified in relation to the Services.

6 Free trial use of beta versions

   (1) Customer may trial beta versions of a Specific Service (including those for which Cybozu installs an environment for trial use for the purpose of evaluation of the new functions of such Specific Service until all or any of the new functions of such Specific Service are officially released, whether or not it is actually called a "beta version"; hereinafter collectively, a "Beta Version") for free only for the purpose of considering its own installation or evaluation thereof. For trial use of the Beta Version, additional use conditions may be applied upon separate application.

   (2) If Cybozu otherwise sets conditions regarding Customer use of information regarding Specific Service it has learned through trial use of the Beta Version thereof, Customer shall use the same in accordance

with such conditions.

(3) AFTER THE OFFICIAL VERSION OF SPECIFIC SERVICE (INCLUDING PART OF THE NEW FUNCTIONS) IS RELEASED, CYBOZU DOES NOT GUARANTEE THAT THE SPECIFICATIONS AND FUNCTIONS OF THE OFFICIAL VERSION WILL BE EQUIVALENT WITH THOSE OF ANY BETA VERSION. FURTHER, EVEN IF CUSTOMER DECIDES TO USE THE OFFICIAL VERSION OF SUCH SPECIFIC SERVICE, CYBOZU DOES NOT GUARANTEE THAT CUSTOMER'S STORED DATA WILL BE MIGRATED OR ABLE TO BE MIGRATED FROM THE BETA VERSION ENVIRONMENT WITHOUT ANY PROBLEMS, NOR DOES CYBOZU GUARANTEE TO GIVE ADVICE OR SUPPORT IN RELATION TO SUCH MIGRATION. CYBOZU DOES NOT GUARANTEE TO GIVE ADVICE OR SUPPORT EVEN WHEN THERE ARE INQUIRIES REGARDING THE FUNCTIONS, FAILURE OR OTHERWISE OF A BETA VERSION IN RELATION TO A SPECIFIC SERVICE.

7   The Services

Contents of the Services used with charge shall be as described in each application form for use and the manual attached hereto; provided, however that if Customer separately applies for option service of the Services, it shall follow the special agreements provided with respect to such option service.

8   Service Period

The service period for use of fee based Services shall be as follows.

(1) For the use of the Services on a monthly basis ("Monthly Use"), the service period shall be the calendar month commencing on the first day of the calendar month after the conclusion of the Service Agreement. The service period shall not be less than one (1) month. If Customer does not apply for termination of agreement by deadline set forth in Article 10 (Change and Termination of License) of these Terms of Use (if deadline is provided otherwise, such deadline shall apply), the agreement shall be renewed automatically for another calendar month commencing on the first day of the calendar month following the scheduled termination date, on the same terms and conditions, and the same shall apply thereafter.

(2) For the use of Services on an annual basis ("Annual Use"), the service period shall be one year from the first day of the month following the

conclusion of the Service Agreement for use.

(3) Notwithstanding the provisions of the preceding two paragraphs, when an application for Monthly or Annual use is made within thirty (30) days of the date of termination of the service period set forth in the preceding two paragraphs, the Service Agreement shall be deemed to have been renewed upon the same settings under the previous one, and the service period shall start on the date immediately following the date of the termination of the service period thereunder.

(4) Unless otherwise provided, the Service Agreement may not be cancelled after its formation nor may it be terminated during the service period.

9   Service Fees

(1) For fee-based Services, Cybozu shall set service fees based on the licenses for each Specific Service and the number of permitted Service Users, etc.   Customer shall be required to pay the applicable service fees corresponding to the Services used.   Additional details on service fees will be provided in the price list on our website, etc.   Cybozu may change the service fees by providing a prior notice at least one (1) month before the date of the change to Customer in a manner designated by Cybozu. Customer may cancel the subscription Service prior to the effective date of the change in the Service Fees. If Customer does not cancel the subscription Service, the service fee based on the change will be applied to Customer.   The transfer and remittance fees, and other charges required at the time of such payment shall be borne by Customer. In addition, separate setup costs may be required in the case of fee-based services. Further, the above-mentioned fees do not include any communication costs, packet fees or other communications expenses, etc. payable to the carrier in connection with the fee-based services, and these costs and fees are payable separately by Customer to the communications carrier.

(2) Customer acknowledges and agrees that in the case where campaign price is applied to Customer, the campaign price will be changed to the normal price when the applicable period of campaign price lapses or the applicable terms for campaign price become no longer satisfied. When Customer ceases to satisfy the applicable terms during the applicable

period of campaign price, Customer shall notify Cybozu thereof in advance. Cybozu may retroactively claim the difference between the normal price and campaign price against Customer who failed to comply with such obligation of notification. For applicable terms and other details of campaign price, please refer to our website, etc.

(3) Customer shall pay the relevant service fees and any and all taxes imposed related to such service fees by the due date individually determined based on the duration of the service period. If there are any changes in the tax rate applicable to the service fees after the conclusion of the Service Agreement, the amount billed shall be calculated based on the revised tax rate, as a result of which an additional amount may be billed.

(4) With regard to the service fees for the Services, if a Customer who has several outstanding payment obligations related to the service fees makes a payment to Cybozu by transferring such amount to a bank account designated by Cybozu based on an invoice issued by Cybozu, Cybozu may determine without notice to Customer the amount, the order of priority and the method to allocate such transferred amount as the performance of the payment obligations to any of Customer's outstanding payable amounts . In such case, Customer shall be deemed to have agreed that Cybozu may prioritize in such allocation the performance of the outstanding payment obligations whose payable amount matches the amount paid by Customer matches, regardless of the due dates (if the payment amount does not precisely match any of the obligations, then payment will be allocated to the obligation whose outstanding payable amount is closest to the paid amount, which will be determined at the Cybozu's sole discretion).

(5) If Customer fails to pay the service fees or any other obligations by the due date, Customer may be required to pay Cybozu delinquency charge at 14.5% per annum for the period from the day immediately following the due date to and including the day immediately preceding the day on which payment is made. Such per-annum rate shall assume a year of 365 days even when the relevant period includes a leap year.

(6) If Customer fails to pay the service fees set forth herein or any other obligations by the due date separately provided, Cybozu may, upon prior notice specifying the reason, the date and the scope of termination,

terminate all or a part of the Service Agreement between the parties and suspend provision of the Services; provided, however, that if the service fees or any other obligations are paid within a period permitted by Cybozu, then, at the discretion of Cybozu, the Service Agreement may be kept in force and Cybozu may recommence provision of the Services (in case of recommencement, Customer shall be required to pay service fees for the full month of recommencement). If Customer fails to pay the service fees or any other obligations in part, this Article 8 shall apply mutatis mutandis. The service fees payable by Customer shall arise for the month in which the provision of the Services is suspended, and shall not be reduced or refunded pro-rata even if the provision is suspended in the middle of the calendar month. Unless otherwise provided, service fees are not refunded in any case.

10 Change and Termination of License
  (1) Changes to the license for a fee-based service and changes to the permitted number of Service Users shall be handled as follows:
    ① Monthly Use
      If Customer wishes to terminate or change a Specific Service,] Customer shall notify Cybozu, by a method specified by Cybozu, at least five (5) business days before the end of the month prior to the month in which Customer wishes to terminate or change such Specific Service. In the month after the month in which Cybozu receives such notice, Cybozu shall terminate the Specific Service or apply revised service fees based on the changes to the Specific Service; provided, however, that if Customer has notified [Cybozu] of its wish to terminate a Specific Service, and Customer thereafter notifies [Cybozu] of its desire for a separate license change or a change in the number of users, then Customer's notification of its desire to terminate the Specific Service shall be deemed to have been withdrawn. In any event, if Cybozu has received [from Customer] a [request] for addition of Service Users, then Cybozu shall not accept in that same month a request for reduction of Service Users [from Customer].
    ② Annual Use
      If Customer wishes to upgrade any Specific Service or add Service

Users, it shall notify Cybozu thereof in the manner designated by Cybozu at least five (5) days before the end of the month preceding that in which Customer wishes to make such change. Cybozu shall apply the change from the requested month, subject to payment of the amount of fees separately set forth by Cybozu for the upgrade or for the newly added Service Users for the number of months from the requested month until the expiry of the service period. No service fees shall be refunded during a service period, nor will any downgrade of Specific Service or reduction of Service Users be accepted.

(2) Notwithstanding the preceding paragraph, if Cybozu receives the above-mentioned notice from Customer later than five (5) days prior to the end of the previous month, it may terminate the Services the month after the following month, or apply relevant change to service fees from the month after the following month.

11 API and Template Program

(1) In principle, Customer may use the API, etc. for free for the purpose of use in conjunction with the Services; provided, however, that if a fee-based plan relating to the use of the API, etc. has been separately established as a license for each Specific Service, Customer shall be required to apply for use of the said plan and pay applicable service fees to use the API, etc.

(2) Even if a fee-based plan relating to the use of the API has not been established, if the frequency of use or the volume of data transfer by Customer reaches a level whereby it interrupts Cybozu's provision of the Services to other Customers, Cybozu may, if and when it deems necessary at Cybozu's discretion, limit Customer's frequency of use and hours of use of the API and permitted volume of data transfer. Cybozu may charge additional fees if and when it deems it necessary. Limitations on use and the details of such fees are subject to regulations separately established by Cybozu.

(3) Customer shall use the API in accordance with the specifications, etc. provided with the API. In addition, Customer may develop any tool or produce any integration service using the API to the extent set forth in paragraph (1) of this Article; provided, however, that if there are separate terms of use for the API provided, Customer shall comply with

such terms of use.

(4) Customer may use, reproduce and modify the Template Program provided by Cybozu or any third party to the extent set forth in paragraph (1) of this Article; provided, however, that Customer may not modify the plugin. Note that, if there are separate terms of use for the Template Program, Customer shall comply with such terms of use.

(5) Customer shall use the API, etc. at its discretion and responsibility. Unless otherwise provided for, Cybozu does not warrant that the functions contained in the API, etc. satisfy the needs of Customer, that the API, etc. operates in a normal way, or that any defect contained in the API, etc. (including so-called bugs or structural problems) will be corrected. In addition, no information or advice from Cybozu, whether verbal or written, shall constitute a new warranty or otherwise expand the scope of the existing warranty. Cybozu may change or discontinue any specifications, etc. of the API, etc. without the prior permission of Customer. Cybozu does not guarantee a permanent usage environment equivalent to the API, etc. at the time of execution hereof. CYBOZU SHALL NOT BE LIABLE FOR ANY EFFECT ON PERFORMANCE OR ANY LEAKAGE OF INFORMATION OR ANY OTHER IMPACT OF SUCH USE BY CUSTOMER.

(6) When, in connection with the Third Party Solution, there are separate provisions regarding warranty or liability that have been set by the Third Party, Customer shall follow such provisions. EVEN IN THIS CASE, CYBOZU SHALL ASSUME NO LIABILITY WHATSOEVER.

12 Change of Customer Information

If any changes occur to the Customer Information, provided:

① Customer is required to promptly update the content following any change to the Customer Information by using the Store Service; provided, however, that Customer may be changed on condition that Customer after the change agrees to all provisions of these Terms of Use.

② IF CUSTOMER UPDATES THE CUSTOMER INFORMATION BY USING THE STORE SERVICE PURSUANT TO ① ABOVE, THEREAFTER ALL COMMUNICATIONS, NOTICES, AND INVOICES FROM CYBOZU TO CUSTOMER SHALL BE TRANSMITTED OR SENT TO SUCH UPDATED

CONTACT INFORMATION. IF ANY CUSTOMER INFORMATION IS CHANGED BUT CUSTOMER FAILS TO UPDATE THE CONTENT PURSUANT TO ① ABOVE, CYBOZU SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY CUSTOMER, OR THIRD PARTIES AS A RESULT OF CYBOZU SENDING NOTICES, COMMUNICATIONS, OR INVOICES TO THE CONTACT INFORMATION GIVENBEFORE THE CHANGE, OR OTHERWISE FAILING TO REACH CUSTOMER.

③ Notwithstanding the provision of ① above, if any changes occur to the information related to the Store Manager and if the Store Service is not available for any unavoidable reason, then Customer shall promptly notify Cybozu thereof.

④ When giving notice as set forth in ③ above, Customer shall submit a document in writing evidencing the power of Customer to do so and follow other procedures designated by Cybozu.

13 Use of Customer Information

(1) Cybozu shall manage Customer Information submitted by Customer with the due care of a prudent manager and unless otherwise set forth herein or in any other provision, shall not use the same for any purpose other than for the Services, or reproduce the same, nor shall it allow any third party to use the same nor shall it disclose or leak the same to any third party without the written consent of Customer.

(2) If Cybozu cannot reach Customer using Customer Information or when Cybozu wishes to deliver an urgent or important information to Customer, Cybozu may, at its discretion, send such information to Customer using part of the function of the Services used by Customer out of necessity. IF CYBOZU FAILS TO REACH CUSTOMER EVEN IN SUCH MANNER, CYBOZU SHALL NOT BE RESPONSIBLE FOR NOT HAVING BEEN ABLE TO REACH CUSTOMER.

(3) Cybozu may disclose Customer Information to a third party in the following cases:

① when the Services include any service provided by a business partner of Cybozu, necessary Customer Information may be disclosed to such business partner in order to examine or reply to the inquiries from Customer in relation to such service;

② when Customer applies for the service provided by a business partner

of Cybozu, in addition to the Services provided by Cybozu, Customer Information may be disclosed to such business partner as necessary for such application; and

③ when Cybozu determines that it is necessary to do so, such as when it is required by law (including a request by an inquiry on necessary matters relating to investigation (sousa kankei jikou shoukaisho)) or in relation to a legal proceeding, or it is necessary in order to protect the rights of Cybozu, its business partners, other Customers or third parties.

(4) In addition to the above, Customer Information shall be handled in accordance with the provisions of the privacy policy. (https://cybozu.co.jp/en/privacy/privacy-policy/pdf/privacy_policy.pdf).

14 Maintenance of Settings

Customer shall maintain the settings and usage environment of the Terminal Equipment, and other hardware under its own control that is necessary for the use of the Services, in line with the technical standards and conditions designated by Cybozu. Such settings shall be configured and maintained at the responsibility and expense of Customer.

15 Handling of Stored Data

By using the Services, in addition to Customer Information, the following two types of data will be generated. Each type of data shall be handled in accordance with the terms contained on the page linked from the following table.

Data Type	Definition and Examples *The following "Examples" are by way of examples and not by way of limitation.	Terms of Handling
Stored Data	[Definition] All data registered by Customer or the Service Users via the Services (excluding any data that has been processed so that details of the content cannot be specified or the Customer Infomation) [Examples] · Titles and contents of files uploaded by the Service Users · Contents of what the Service Users stored in a a message or other fields · Titles and contents of e-mails sent or received by the Service Users · Names of the Service Users	15.Handling of Stored Data
Usage Data	[Definition] All Data other than the Customer Information and the Stored Data [Examples] · Number of Service Users, number of set organizations · OS types and versions of the terminals of Customers · Device types and other data · Access history to each application · Number of used functions and number of registered data for each application and apps · Configuration information and set value for each application · Whether customization function is used and how many times it is used per	Cloud Data Policy

	application	

(1) The Stored Data shall be managed by Customer itself, and except to the extent permitted by Customer pursuant to these Terms of Use, Cybozu shall not acquire any rights related to the Stored Data.

(2) Cybozu may, at its discretion, backup the Stored Data without obtaining Customer's consent, in order to assist with restoration of data at the time of server breakdown or suspension.

(3) Upon termination of the Service Agreement, Cybozu shall delete the Stored Data after the passage of the retention period separately determined by Cybozu. AFTER SUCH TERMINATION, CYBOZU SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY CUSTOMER OR A THIRD PARTY IN RELATION TO THE STORAGE, DELETION OR BACKUP, ETC., OF THE STORED DATA.

(4) Cybozu shall not access the Stored Data unless Cybozu determines necessary for the purpose of:
 ① operating the Service System safely;
 ② preventing problems with the Services or the Service System;
 ③ resolving support issues when Customer requests Cybozu support in relation to the Services; or
 ④ generating the Usage Data

(5) In the case of trial use of Specific Service (including trial use or use of Beta Version), Cybozu may delete part of the Stored Data without obtaining Customer's consent for the improvement of such Specific Service.

(6) Cybozu will not disclose any of the Stored Data without Customer's consent; provided, however, that Cybozu may disclose all or part of the Stored Data without Customer's consent when required by law (including a request by the police to provide information for an investigation (sousa kankei jikou shoukaisho)) or for legal procedures.

(7) The Services function may be connected to the services provided by business partners of Cybozu. If Customer uses such functions, the data registered for the use of such function may be provided to such business partner.

(8) Cybozu shall take necessary and appropriate measures to prevent leakage, loss, or damage of Stored Data and otherwise to ensure security control of Stored Data.

16 Service Account Information, etc.
   (1) Customer and the Service Users shall strictly manage the Service Account Information, etc., issued by Cybozu at its responsibility and shall never release or leak the same to any third party other than the Service Users.
   (2) If the details of the Service Account Information, etc., become or are likely to become known to any third party other than the Service Users, Customer shall immediately notify Cybozu thereof.   Cybozu shall make efforts to immediately suspend such Service Account Information, etc. on the business day on which it receives such notice.   After confirming that these measures have been taken appropriately, Cybozu shall take procedures to issue new Service Account Information, etc.
   (3) CYBOZU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING FROM SERVICE ACCOUNT INFORMATION, ETC. BECOMING KNOWN TO ANY THIRD PARTY OTHER THAN THE SERVICE USERS.

17 Suspension of Services
   (1) The Services shall be subject to regular maintenance as specified in the service manual.   During such regular maintenance, the system may be temporarily suspended or unavailable.
   (2) Cybozu may suspend provision of the Services if:
      ① it is necessary for the maintenance of the Services and the systems necessary to provide the Services, or for maintenance or configuration of telecommunications equipment or when an unavoidable failure of the foregoing occurs;
      ② Cybozu determines that it has become difficult to provide normal Services due to significant burden or damage to the Services;
      ③ Cybozu becomes aware that provision of the Services may cause significant damage to Customer or a third party due to falsification of data or hacking or the like;
      ④ it becomes difficult to provide the Services due to discontinuation or suspension of telecommunication services by domestic or overseas telecommunications carriers, power supply services by electric power companies or any other public service;

⑤ an emergency occurs or is likely to occur due to earthquake, tsunami, typhoon, lighting or any other act of providence, war, civil commotion, new laws or abolition of laws or any other force majeure event; or

⑥ Cybozu otherwise determines that it is necessary to suspend or halt the provision of the Services.

(3) Cybozu shall not, as a rule, accept any request to halt the Services from Customer or any third party.

(4) CYBOZU SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY CUSTOMER OR A THIRD PARTY AS A RESULT OF SUSPENSION OF OR FAILURE TO SUSPEND THE SERVICES.

18 Discontinuation of Services

Cybozu may entirely discontinue any Specific Service provided under the Service Agreement.   In such case, Cybozu shall notify Customer at least three (3) months prior to the scheduled date of discontinuation in the manner provided by Cybozu.

19 Restricted and Prohibited Acts

(1) When using the Services or the Service Account Information, Customer shall not:

① reproduce, modify, distribute, communicate to the public or make available to the public the Template Program beyond the scope of its permitted use;

② modify, translate, change, alter or reverse-engineer any document or program related to the Services

③ produce or distribute any derived services without permission by Cybozu;

④ take any action that infringes on any intellectual property right of Cybozu, any business partner of Cybozu, any other Customer or third party;

⑤ take any action that damages the properties, credit or reputation of Cybozu, any business partner of Cybozu, any other Customer or third party, or any action that infringes on the right related to privacy, portrait right or any other rights of the foregoing party;

⑥ take any action that causes or is likely to cause detriment or damage to Cybozu or any third party;

⑦   take any action that is offensive to public or

⑧   commit any violating act or criminal act, or take any action that assists or is likely to assist the foregoing;

⑨   do phishing, faking the website of Cybozu, any business partners of Cybozu, other Customers or any other third parties;

⑩   register or provide data containing harmful program or information;

⑪   transmit information in large volume using the telecommunication function contained in the Services, or send e-mails to indefinite number of people or transmit e-mails to a recipient who has not approved it in advance;

⑫   make public any undisclosed vulnerability information concerning the Services without approval of Cybozu.

Note that Cybozu recommends that any vulnerability discovered shall be notified to Cybozu. Cybozu shall take appropriate actions based on the Vulnerability Information Handling Policy when any vulnerability information is notified by the "Vulnerability Notification Form" or any other method designated by Cybozu.

▽ Vulnerability Notification Form

https://www.cybozu.com/jp/productsecurity/management/security_en.html

▽ Vulnerability Information Handling Policy

https://cybozu.co.jp/company/security-policy/en/

⑬   take any action that prevents or is likely to prevent the operation of the Services and all the services provided by Cybozu;

⑭   take any action that is or is likely to be detrimental to the credit or reputation of the Services and all the services provided by Cybozu; or

⑮   do any other act which Cybozu considers inappropriate.

(2)   If the use of the Services or the Service Account Information by Customer results in any of the actions described in the preceding paragraph, Cybozu may suspend the provision of the Services or use of the Service Account Information, etc., or take such other measures as Cybozu may consider necessary.   If Cybozu considers it necessary due to suspension of use of the Service Account Information, etc., Cybozu shall issue an alternative account, etc.

(3)   CYBOZU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING AS A RESULT OF THE MEASURES TAKEN IN

ACCORDANCE WITH THE PRECEDING PARAGRAPH.

20 Scope of Warranty

    (1)   Except as otherwise set forth in Article 17 (Suspension of Service) of these Terms of Use, when providing the Services, Cybozu warrants to Customer that it shall not suspend the Services for 24 hours or longer consecutively due to abnormality in the service network installed by Cybozu. If requested by Customer and Cybozu confirms a violation of this warranty, Cybozu shall at its option reduce the service fees from and after the month in which such violation occurs, extend the service period or refund all or part of the service fees for the month in which such violation occurs. The amount of the reduction of service fees, the duration of extension, or the amount of refund in this case, shall be determined by Cybozu within the range from that for the number of days counted in such a manner that each twenty-four (24) hour consecutive suspension of the Services shall be counted as one (1) day, up to that for one (1) month.

    (2)   NOTWITHSTANDING THE PRECEDING PARAGRAPH, THE WARRANTY SHALL NOT APPLY IF:

        ①   THE SERVICES USED BY CUSTOMER RELATE SOLELY TO THE STORE SERVICE, A TRIAL OR BETA VERSION, ETC., OF ANY SPECIFIC SERVICE;

        ②   THE SERVICES ARE SUSPENDED DUE TO THE TERMINAL EQUIPMENT; OR

        ③   THE SERVICES ARE SUSPENDED FOR ANY REASON NOT ATTRIBUTABLE TO CYBOZU.

    (3)   Any claim under this Article 19(1) or (2) above shall be submitted within sixty (60) days from the day on which such violation occurs together with the document evidencing the payment of the fees for the Services and the document evidencing the details and date of occurrence of such violation.

    (4)   Customer hereby confirms and consents that the warranty under this Article 19(1) above is the sole warranty in relation to the use of the Services and that any other risks shall be borne solely by Customer. Other than the warranty set forth in this Article 19(1) above, Cybozu warrants neither that the functions contained in the Services satisfy the

needs of Customer, that the Services operate in a normal way nor that any defect contained in the Services (including so-called bug or structural problems) will be corrected.　In addition, any information or advice of Cybozu whether verbal or written shall not be deemed as a new warranty or expand the scope of the warranty under this Article.　Cybozu may change or discontinue any services incidental to the Services without the prior permission of Customer.　Cybozu does not guarantee permanent usage environment equivalent to the Services at the time of execution hereof.

21　Limitation on Liability

(1)　THE MAXIMUM COMPENSATION LIABILITY THAT CYBOZU OR THE SUPPLIER OF THE SERVICES MAY HAVE IN RELATION TO THE SERVICES SHALL BE EQUAL TO ONE MONTH SERVICE FEE FOR THE MONTH IN WHICH CUSTOMER INCURS DAMAGES; PROVIDED HOWEVER, THAT IN NO WAY SHALL CYBOZU BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED BY CUSTOMER OR ANY OTHER THIRD PARTY ARISING FROM THE USE OR NON-USE OF THE SERVICES OR OTHER SERVICES VIA THE SERVICES, INCLUDING LOSS OF COMMERCIAL VALUE/PROFITS, SUSPENSION OF BUSINESS, DAMAGES DUE TO COMPUTER BREAKDOWN AND ANY OTHER COMMERCIAL DAMAGES AND LOSSES, WHETHER IT BE DUE TO ILLEGAL CONDUCT OR UNDER A CONTRACT OR ANY OTHER LEGAL BASIS.　THE SAME SHALL APPLY TO THE CASE WHERE CYBOZU HAS BEEN INFORMED OF THE POSSIBILITY OF OCCURRENCE OF SUCH DAMAGES IN ADVANCE OR IN THE CASE WHERE SUCH DAMAGES HAVE NOT BEEN CAUSED BY AN EVENT ATTRIBUTABLE TO CYBOZU.　IF CUSTOMER USES THE STORE SERVICE, A TRIAL OR BETA VERSION, ETC., OF ANY SPECIFIC SERVICE, THEN REGARDLESS OF WHETHER SUCH DAMAGES HAVE BEEN CAUSED BY AN EVENT ATTRIBUTABLE TO CYBOZU OR NOT, NEITHER CYBOZU NOR A SUPPLIER OF THE SERVICES SHALL BE LIABLE THEREFOR.

(2)　IF CUSTOMER CAUSES ANY DAMAGES TO CYBOZU OR ANY THIRD PARTY THROUGH THE USE OF THE SERVICES, CUSTOMER SHALL COMPENSATE THEREFOR AT ITS OWN EXPENSE AND RESPONSIBILITY, AND MAY NOT SEEK ANY INDEMNIFICATION OR COMPENSATION

THEREFOR FROM CYBOZU.

 (3) IF ANY DISPUTE ARISES BETWEEN CUSTOMER AND A THIRD PARTY IN RELATION TO THE USE OF THE SERVICES, CUSTOMER SHALL RESOLVE SUCH DISPUTE AT ITS OWN RESPONSIBILITY AND MAY NOT REQUEST FOR ARBITRATION, INQUIRIES OR OTHERWISE TO CYBOZU. FURTHER, IN RELATION TO SUCH DISPUTE, IF CYBOZU INCURS COMPENSATION LIABILITY TOWARDS SUCH THIRD PARTY OR ANY OTHER DAMAGES (INCLUDING LEGAL FEES) DUE TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF CUSTOMER, CYBOZU MAY CLAIM COMPENSATION FOR THE AMOUNT OF SUCH DAMAGES FROM CUSTOMER.

22 Intellectual Property Rights

The titles and ownerships in all the programs, software, services, procedures, instruments, drawings, documents, trademarks and trade names constituting the environment in which the Services are implemented, copyrights and any other intellectual property rights shall belong to Cybozu and the suppliers thereof. The Services and instruments, drawings and documents related to the Services are protected by the Copyright Act and any other laws and treaties related to intellectual property rights. Therefore, Customer and the Service Users must handle such intellectual property rights similarly as other copyrighted works. The intellectual property right in each content that is accessible, displayed and used from the Services shall be the property of the supplier of each such content and is protected by the Copyright Act and other laws and treaties related to intellectual property rights.

23 Cancellation

 (1) Cybozu may immediately cancel the Services Agreement without providing any warning or demand if Customer meets any one of the following conditions:
  ① violates any one of the terms or conditions of these Terms of Use;
  ② has made any false description or omitted any matter in the application form;
  ③ causes interference with the business of Cybozu or Service System, etc. or takes any action that is likely to cause the same;
  ④ Cybozu determines that Customer has triggered credit insecurity such

as becoming subject to bankruptcy, company arrangement, corporate reorganization proceedings or civil rehabilitation proceedings or files therefor itself;

⑤ becomes subject to filing of provisional attachment, provisional disposition, compulsory execution or auction, receives notice as set forth in Article 2 of the Act on Contract for Establishment of Security Interest by Use of Provisional Registration, becomes subject to disposition for suspension of trading at a clearing house or disposition for delinquency of taxes and public dues or otherwise, or causes any event which may give rise to such filing, disposition or notice;

⑥ cannot be reached by Cybozu by telephone, FAX or e-mail for a long period of time; or

(2) If the Service Agreement is cancelled, the Service Account Information, etc., shall no longer be available thereafter. If Cybozu requests Customer to return or get rid of the Service Account Information, etc., Customer must follow such request. In addition, any data, files and other information registered by Customer shall no longer be available for use, inspection or otherwise thereafter.

24 Cancellation due to Relationship with Antisocial Force

(1) Customer and Cybozu each represents and warrants to the other for the future that it or any of its officers or employees is not an organized crime group, a member of organized crime group or formerly an organized crime group member at any time in the preceding five (5) years, a quasi-organized crime group constituent member, an organized crime group affiliate enterprise, a corporate racketeer (sokaiya), a political racketeer (shakaiundo toh hyobo goro), a special knowledge crime organization (tokushu chino boryoku shudan) or the like, or any person who is correspondingly similar to the foregoing ("Organized Crime Group Member"), and that neither it nor any of its officers or employees has:

① any relationship whereby it is deemed to be controlled by an Organized Crime Group Member;

② any relationship whereby an Organized Crime Group Member is deemed to be involved in its management in a substantial way;

③ any relationship whereby it is deemed to be using an Organized Crime Group Member in a wrongful way, including, but not limited to, for the

purpose of gaining illegal profit for itself or a third party or causing damage to any third party;

④ any relationship whereby it is deemed to be involved with Organized Crime Group Member by providing funds or favors to it; or

⑤ any officer or other person substantially involved in management in a relationship deemed socially reprehensible with any Organized Crime Group Members.

(2) Contrary to the preceding paragraph, if either Customer or Cybozu, or any of its officers or employees proves to be an Organized Crime Group Member or has any relationship as described in the preceding paragraph, the other party may immediately terminate the Service Agreement without giving any notice or demand.

(3) The provisions of Article 23 (2) above shall apply *mutatis mutandis* to the case where Cybozu cancels these Terms of Use pursuant to the preceding paragraph.

25 Sublicense, Assignment, Creation of Security Interest, etc.

(1) Customer may sub-license or grant the right to use the Services if any of the following applies; provided, however, if the Customer does not use the Service, Customer shall not sub-license or grant the right to use the Services to a third party located outside of Japan:

① cases set forth in the proviso of Article 12①; or

② the terms of the cybozu.com Services Third Party License Terms are satisfied.

(2) Notwithstanding Term 25(1) above, Customer shall not assign, loan, lease, pledge or otherwise offer as security the right to receive provision of the Services to a third party if none of the previous condition applies.

26 Engagement of Third Party Provider

Cybozu may engage a third party to provide all or part of its duties related to the provision of the Services without Customer's approval; provided, however, that in such case, Cybozu shall be responsible for managing such third party.

27 Governing Law and Jurisdiction

(1) These Terms of Use shall be governed by the laws of Japan without reference to conflict of laws principles.

(2) Customer and Cybozu hereby agree that all disputes arising out of or in connection with these Terms of Use or the Services shall be brought before the Tokyo District Court of Japan in the first instance.

28 Amendment of the Content and these Terms of Use

Cybozu may amend or partially abolish the provisions of these Terms of Use or the content of the Services, etc..   In such case, these Terms of Use or the content of the Services after such amendment or change shall apply. In the event that any amendment or partial abolition of these Terms of Use or the content of the Services does not conform to the general interests of Customer, Cybozu shall notify Customer at least one (1) month prior to the date of such change in a manner designated by Cybozu.   Customer may terminate and discontinue the use of the Services before such amendment takes effect. If not terminated, the amended terms shall apply to Customer.

29 Miscellaneous Matters

(1) In relation to the use of any Specific Service, even if any terms of use that are different from these Terms of Use are presented to Customer, these Terms of Use shall apply to the use of the Specific Service by Customer in preference thereto.   These Terms of Use shall be the sole agreement between the parties hereto in relation to the use of the Services and may be amended only in writing signed or sealed by the parties hereto.

(2) if any provision of these Terms of Use is declared to be invalid or unenforceable by the court, etc., these Terms of Use shall be amended to satisfy the legal requirements of such court, etc., and such amendment shall be automatically incorporated in these Terms of Use. If it is impossible to make amendment, such invalid or unenforceable provision shall be deleted, and unless any material departure from the intent represented by these Terms of Use arises thereby, the remaining provisions of these Terms of Use shall continue in full force and effect. In such case, Customer and Cybozu shall take steps for the amendment of such invalid or unenforceable provision to the extent possible.

(3) These Terms of Use are written in Japanese. Other languages are provided for reference only and are not considered authentic. In the event of any inconsistency or discrepancy between the contents of the

Japanese version and those of other languages, the Japanese version shall prevail and the Japanese version shall not be supplemented or amended by any other language.