

Terms and Conditions for Entry to the Vulnerability Testing Environment Program

For the “Vulnerability Testing Environment Program” (hereinafter referred to as the “Program”) provided by Cybozu, Inc. (hereinafter referred to as “Cybozu”), Cybozu has a system to provide a vulnerability verification environment (hereinafter referred to as the “Verification Environment”) of Cybozu products and services (hereinafter referred to as the “Products, etc.”) for the participants in the Program (hereinafter referred to as the “Participant”) for the purposes set forth in Article 1 below. A Participant is required to join the Program by agreeing to the following terms and conditions (hereinafter referred to as the “Terms”).

Article 1 Purpose

The purpose of the Program is the content as follows:

- (1) To use the vulnerability information provided by the Participant to improve the quality of the Products, etc.;
- (2) To expand the recognition of the Products, etc. to Participants and build and maintain amicable relationships with the Participant; and
- (3) To increase the confidence of the Participant in the Products, etc. by verifying vulnerabilities and enabling the confirmation of security.

Article 2 Period

1. A Verification Environment is provided from February 2014 to the time designated by Cybozu.
2. When Cybozu stops providing the Program, it shall give notice on the Program’s dedicated website (hereinafter referred to as the “Dedicated Website”) three (3) months before the termination date.

▼Dedicated Website:

<https://cybozu.co.jp/en/company/products/testing-environment/>

Article 3 Subjects

The details of the subject Products, etc. of the Program are stated in the “Vulnerability Testing Environment Program” section of the Dedicated Website.

Article 4 Eligibility for Participation

The details of the eligibility for participation of the Program are stated in the “Application Requirements” section of the Dedicated Website.

Article 5 Application

1. A Participant must submit an application as set forth in the “Vulnerability Testing Environment Program” of the Dedicated Website.
2. Cybozu shall provide the Verification Environment to the applicants in turn. If the number of Participants is significantly greater than expected, Cybozu may not be able to provide the Verification Environment due to insufficient resources, etc.

Article 6 Use

1. The Verification Environment may change due to some reasons such as the regular maintenance for stable operation of the Products, etc.
2. A Participant must use the Application Form or the Reporting Site to report the vulnerabilities. Please see the Dedicated Website for the detail.
3. Inquiries about the Program must be sent to the e-mail address provided in the Designated Website. No telephone inquiries, etc. will be accepted.

Article 7 Suspension of Use

If any of the following events occurred, Cybozu may immediately suspend the provision of the Verification Environment:

- (1) If any failure occurs in the Verification Environment or any other systems required for providing the Verification Environment (hereinafter referred to as the “Verification Environment, etc.”) or telecommunications equipment;
- (2) If for maintenance of the Verification Environment, etc. or maintenance and construction of telecommunication equipment;
- (3) If it is difficult, or if Cybozu determines it is difficult to provide a Participant with a normal Verification Environment as a result that significant load or failure are imposed on the Verification Environment, etc.;
- (4) If Cybozu recognizes that a Participant or third party may suffer significant damages due to

providing the Verification Environment;

- (5) If provision of telecommunications service by telecommunications service providers or telecommunications suppliers in Japan and overseas, power supply services by power suppliers and any other public services are suspended and it becomes difficult to provide the Verification Environment;
- (6) If any emergency conditions occurred or they might occur due to earthquake, tsunami, typhoon, lightning or any other natural disasters, war, civil disturbance, enactment, amendment or repeal of laws and any other force majeure event; or
- (7) Otherwise, Cybozu determines that it is necessary to suspend providing a Verification Environment.

Article 8 Termination of Provision

After providing the Verification Environment to a Participant, if the Participant does not reach a certain access level for a certain period of time, Cybozu may consider that the Participant has not conducted verification and may end the provision of the Verification Environment.

Article 9 Prohibitions

1. A Participant may not commit any of following activities:
 - (1) Activities which use the Verification Environment for purposes other than the verification of the Products, etc. in breach of the purpose set out in Article 1;
 - (2) Access to the data of another user;
 - (3) Activities which breaching the Article 10 hereof;
 - (4) Activities of implementing test methods that put a considerable load on the Verification Environment, or conducting test with the purpose of putting a load on the Verification Environment;
 - (5) Activities which cause or may cause detriment or damage to Cybozu or third parties;
 - (6) Activities which are contrary to public order and good morals;
 - (7) Activities that violate laws and regulations, criminal activities, and activities that aid and abet or may aid and abet these activities;
 - (8) Activities that interfere with or may interfere with the operation of the Program and any of

the services provided by Cybozu;

- (9) Activities that harm or may harm the credibility, reputation or the like of the Program and any of the services provided by Cybozu; and
 - (10) Any other activities deemed inappropriate by Cybozu.
2. When a Participant violates any of the items of the preceding paragraph, Cybozu shall be entitled to block access and take any other measures found necessary by Cybozu without providing prior notice to the Participant.
 3. Cybozu shall not be liable for the direct, indirect or any other damages arising from the measures of the preceding paragraph.
 4. In the event a Participant breaches the provisions of Paragraph 1, the Participant shall be liable for the compensation of the damages suffered by Cybozu due to the corresponding breach. In addition, in the event Cybozu compensates damages to a third party or bears any other damages or expenses due arising from the corresponding breach, Cybozu shall be entitled to seek reimbursement for the amount borne from the Participant.

Article 10 Treatment of Confidential Information

1. A Participant must treat the Vulnerability Information as confidential information (hereinafter referred to as the "Confidential Information") not only during implementation of the Program but also after termination of the Program and must not disclose, divulge or publish, etc. the Vulnerability Information to any third party until Cybozu publishes the Vulnerability Information.
2. A Participant must treat the domain information and the password for the Verification Environment of the Program provided by Cybozu to the Participant as confidential and must not disclose, divulge, publish or lend, etc. to any third party not only during implementation of the Program, but also after the termination of the Program.
3. A Participant may publish to third parties, including posting on SNS, only the fact of participation in the Program and impressions, during participation; except for the Confidential Information specified in the preceding two paragraphs, which must not be disclosed to any third party.

Article 11 DISCLAIMER

1. A PARTICIPANT SHALL PARTICIPATE IN THE PROGRAM AT HIS/HER OWN RESPONSIBILITY AND CYBOZU SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY A PARTICIPANT DUE TO PARTICIPATION IN THE PROGRAM.

2. CYBOZU SHALL NOT BE INVOLVED IN ANY DISPUTES AMONG PARTICIPANTS OR WITH A THIRD PARTY CONCERNING THE PROGRAM, AND A PARTICIPANT SHALL RESOLVE THE DISPUTE, INCLUDING, BUT NOT LIMITED TO, THE DAMAGES INCURRED BY THIRD PARTIES CAUSED BY THE BREACH OF THE PRECEDING ARTICLE, AT THE RESPONSIBILITY AND EXPENSE OF THE PARTICIPANT.

Article 12 Treatment of Personal Information

1. Cybozu may use personal information of a Participant for the implementation, management and operation of the Program.
2. If a Participant wishes, Cybozu shall correct, delete, or discontinue the use of the personal information of the Participant upon Participant's request. To make a request to correct, delete, or discontinue the use of personal information, please contact the Cy-PSIRT Office (productsecurity@cybozu.co.jp).
3. For any other matters, Cybozu shall properly handle the personal information of a Participant pursuant to its privacy policy.

▼Privacy Policy:

https://cybozu.co.jp/en/privacy/privacy-policy/pdf/privacy_policy.pdf

Article 13 Amendment of the Terms

1. Cybozu may amend the Terms regardless of a Participant's recognition of such amendment.
2. If any significant parts of the Terms are amended, Cybozu shall give notice to a Participant of the content of amendment. If a Participant continues to participate in the Program after the amendment, the Participant shall be deemed to have agreed to the Terms after amendment; provided, however, that Cybozu may omit such notice to a Participant if Cybozu determines the content of amendment, etc. is minor and would not give any adverse effect to the Participant, including correction of wording.

Article 14 Governing Law and Court Jurisdiction

1. The Terms shall be governed by the laws of Japan, except for application of the principle of conflicts of laws.
2. If any dispute arises over the Terms, the Tokyo Summary Court or Tokyo District Court shall be

the court of exclusive jurisdiction for the first instance according to the amount in controversy.

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