

BUG BOUNTY PROGRAM

The Bug Bounty Program (hereinafter, the “Program”) is hosted by Cybozu, Inc. (hereinafter, “Cybozu”). Persons who report vulnerability information (hereinafter, “Reporter” or “Reporters”) pursuant to this Program agree to the following.

Article 1. Purpose

The purpose of the Program is to gain timely and appropriate reports on information related to vulnerabilities in Cybozu’s products and services from outside experts in order for Cybozu to utilize this vulnerability information to make improvements to its products and services.

Article 2. Implementation Guidelines

1. Under the Program, a Reporter who discovers a vulnerability provides a report on the vulnerability information to a dedicated vulnerability information reporting portal, and in the event the vulnerability information is validated by Cybozu as satisfying Cybozu’s identification standards, as a token of appreciation a reward will be paid for cooperation in the improvement of the quality of Cybozu’s products and services.
 - Bug Bounty Program Website
<https://cybozu.co.jp/en/company/products/bug-bounty/>
2. The Program may be utilized by individuals, corporations or groups who are capable of communicating in Japanese or English; provided, however, that entities that correspond to the following shall not be entitled to utilize the Program:
 - (1) Persons who are employees of Cybozu or its subsidiary companies as of the time of reporting;
 - (2) Persons who work for Cybozu or its subsidiary companies as of the time of reporting under a contract such as a work delegation agreement, secondment agreement, dispatching agreement or the like;
 - (3) Persons who have been employed as regular fulltime employees of Cybozu or its subsidiary companies within one (1) year prior to the time of reporting; and
 - (4) Persons who have worked in the product development and cloud service operation related work at Cybozu or its subsidiary companies within one (1) year prior to the time of reporting (excluding Lab-Youth students).
3. Please see the rulebook and other materials separately provided by Cybozu regarding the details of the payment standards and other implementation guidelines.

Article 3. Reward

1. A Reporter must provide a report to the dedicated vulnerability information reporting portal in

accordance with the separately provided procedures in order for the vulnerability information discovered in the Program to be eligible for payment under the Program. In addition, in the event of a suspension provided in Paragraph 2 of the preceding Article, only vulnerability information reported prior to the suspension notification date will be eligible for payment.

2. Cybozu will pay the full amount of rewards in accordance with Cybozu's identification standards without collecting registration fees or the like from Reporters.
3. Rewards will be paid by remitting funds to the Reporter's personal account at a financial institution designated by the Reporter (a personal account will also be utilized in the event a report is provided in the name of a corporation).
4. A Reporter shall forfeit eligibility for receiving the payment of the reward in the event Cybozu is unable to provide the payment due to any failure by the Reporter in providing the information required in the payment of the reward, or the payment has not been received despite Cybozu conducted remittance. (The case includes, but not limited to, the information provided by the Reporter is incorrect, the remittance to the bank account designated by the Reporter cannot be made due to the sanctions by Japan, the United States or other countries or regions.)
5. Rewards paid to Reporters shall include consumption taxes and other taxes, and taxes levied on Rewards shall be paid by the Reporter.

Article 4. Intellectual Property Rights, etc.

1. The copyrights, trademark rights, design rights, patent rights, utility model rights, knowhow and other rights (hereinafter, "Intellectual Property Rights, etc.") related to the Program and the software and services covered by the Program shall belong to Cybozu. These Intellectual Property Rights, etc. are protected under the Copyright Act, Trademark Act and other laws and treaties related to intellectual property rights.
2. The Reporter shall assign the Intellectual Property Rights, etc. related to all or a portion of the vulnerability information reported to Cybozu to Cybozu. In addition, the Reporter shall not object to the provision, publication or the like of all or a portion of the vulnerability information reported to Cybozu to the Information-Technology Promotion Agency (IPA) or other third parties at the judgment of Cybozu.

Article 5. Handling of Vulnerability Information, etc.

1. The Reporter shall treat the vulnerability information and all information learned in conduct related to the implementation of testing (hereinafter, "vulnerability information, etc.") as confidential, and shall not disclose, divulge, publicize or the like this information to third parties; provided, however, that the Reporter shall be entitled to disclose the corresponding vulnerability information, etc. in accordance with the guidelines provided by Cybozu. Furthermore, the duty of confidentiality under this Article shall remain in effect after the ending of the Program.

➤ Guidelines for Third Party Disclosure of Vulnerabilities

https://cybozu.co.jp/en/company/products/bug-bounty/pdf/disclosure_guideline.pdf

2. A Reporter shall be entitled to disclose his or her thoughts and impressions of the Program to third parties, including posting to SNS and the like; provided, however, that the vulnerability information, etc. shall be treated according to the preceding paragraph.
3. A Reporter who breaches the provisions of this Article shall forfeit eligibility for receiving the payment of a reward. In addition, the Reporter will be asked to refund a reward if the reward has already been paid.

Article 6. Restrictions and Prohibited Matters

1. A Reporter must not engage in the following activities in the use of the Program:
 - (1) The activities set forth in the [Restrictions / Prohibited Matters] of the Bug Bounty Program Website;
<https://cybozu.co.jp/en/company/products/bug-bounty/#restriction>
 - (2) Activities which cause or may cause detriment or damage to Cybozu or third parties;
 - (3) Activities which are contrary to public order and good morals;
 - (4) Activities that violate laws and regulations, criminal activities, and activities that aid and abet or may aid and abet these activities;
 - (5) Activities that interfere with or may interfere with the operation of the Program and any of the services provided by Cybozu;
 - (6) Activities that harm or may harm the credibility, reputation or the like of the Program and any of the services provided by Cybozu; and
 - (7) Any other activities deemed inappropriate by Cybozu.
2. When a Reporter violates any of the items of the preceding paragraph, the Reporter shall forfeit eligibility for receiving a reward, and Cybozu shall be entitled to block access and take any other measures found necessary by Cybozu without providing prior notice to the Reporter.
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 Reporter breaches the provisions of Paragraph 1, the Reporter 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 Reporter.

Article 7. Exemption from Liability

A Reporter shall provide reports under the Program at its own risk, and Cybozu shall not be liable for the compensation of any damages suffered due to the provision of a report on vulnerability information

under the Program or otherwise for involvement in the Program. Cybozu shall not involve itself in any disputes between Reporters or with third parties related to the Program, and the Reporter shall resolve disputes, including the damages suffered by a third party due to a breach of the preceding Article, at its own responsibility and burden.

Article 8. Handling of Personal Information

1. Cybozu shall use the personal information of Reporters for the following purposes:
 - (1) For the implementation, management and operation of the Program; and
 - (2) For confirmations and communications required in the delivery of rewards under the Program.
2. If a Reporter wishes, Cybozu shall correct, delete, or discontinue the use of the personal information of the Reporter upon Reporter'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. Cybozu may disclose the personal information of Reporters to third parties when required in demands made in accordance with laws and regulations or in procedures under laws and regulations, when required in order to protect the rights of Cybozu, other Reporters or third parties, and when otherwise found necessary by Cybozu. Please see the following data protection policy regarding other matters.
 - Data Protection Policy (Japanese only)
<https://cybozu.co.jp/privacy/>

Article 9. Elimination of Antisocial Forces

1. The Reporter and Cybozu hereby warrant to the other party that they and their officers or employees are not at present an organized crime group, member of an organized crime group, member of an organized crime group within the past five (5) years, quasi-member of an organized crime group, organized crime group affiliated enterprise, soukaiya (corporate racketeer), group engaged in criminal activities under the pretext of a social movement, crime group specialized in intellectual crimes, or any other entity commensurate thereto (hereinafter, "Member of an Organized Crime Group, etc."), and do not fall under the following respective items:
 - (1) Having a relationship in which management is found to be controlled by a Member of an Organized Crime Group, etc.;
 - (2) Having a relationship in which a Member of an Organized Crime Group, etc. is found to be substantially involved in management;
 - (3) Having a relationship in which a Member of an Organized Crime Group, etc. is found to be unjustly utilized for the purpose of seeking unjust profits for oneself or a third party, for the purpose of causing damages to a third party, or the like;
 - (4) Having a relationship where money or any other conveniences are provided to a Member of an Organized Crime Group, etc. or the like; or

- (5) An officer or persons substantially involved in management has a socially condemnable relationship with a Member of an Organized Crime Group, etc.
2. Cybozu shall be entitled to refuse use of the Program without any peremptory notice when it discovers that the Reporter or an officer or employee of the Reporter is a Member of an Organized Crime Group, etc. or falls under any one of the respective items of the preceding paragraph in breach of the representations and covenants of the preceding paragraph.

Article 10. Suspension or Discontinuation of the Program

1. Cybozu may suspend or discontinue the program at its sole discretion. In such case, Cybozu will notify you through the Bug Bounty Program Website at least thirty (30) days prior to the date of suspension or discontinuation.
2. In no event shall Cybozu be responsible for any damages or losses incurred by the Reporters due to the suspension or discontinuation of the Program.

Article 11. Amendment of Terms and Conditions

1. Cybozu shall be entitled to amend these Terms and Conditions without prior public notification.
2. When amending a key portion of these Terms and Conditions, Cybozu shall provide the Reporters with notice of the details thereof, and if a Reporter continues to use the Program after the amendment, he or she shall be deemed to have agreed to the amended Terms and Conditions.

Article 12. Governing Law and Court of Jurisdiction

Except where the principles of conflict of laws apply, these Terms and Conditions shall be governed by the laws of Japan. Additionally, the Tokyo Summary Court or the Tokyo District Court, depending on the amount of the claim, shall be the court of first instance with exclusive jurisdiction over the disputes related to these Terms and Conditions.