Cybozu Live Terms of Use

User (hereinafter called "User") who intends to use Cybozu Live (hereinafter called "Services") provided by Cybozu Inc. (hereinafter called "Cybozu") can make use of Services in accordance with the terms of use (hereinafter called "the Terms of Use"). Once User starts using the Services, such start constitutes your acceptance to the Terms of Use. The Terms of Use may be amended by Cybozu without any notification. The User shall confirm the latest version of the Terms of Use as the User would use the Services. In addition to these Terms of Use, separate terms and conditions, guidelines and policies, etc. (the "Separate Terms"), may apply with respect to the use of Specific Services. Please confirm them before using any Specific Services.

If the Terms of Use is provided in more than one language, the Japanese language version shall control.

Article 1. (Definitions)

As used in the Terms of Use, the following terms shall have the following meaning:

1. "Network Managed by Cybozu" shall mean telecommunications facilities that are provided by Cybozu with a view to being mainly used in the Services.

2. "Content" shall mean information displayed, registered and used in the Services (including, but not limited to, images, files, programs, etc.).

Article 2. (Intended Use)

Except for the provisions of Article 10 (Prohibited Acts), User may use the Services for the purpose of browsing and use as well as supply the following services to any third party for compensation:

1. Provision of information and other consulting services using the Services;

2. Provision of support service for user registration, setting, etc., concerning the use of the Services;

3. Provision of training and other information concerning the use of the Services;

4. Provision of client applications that link with the Services;

5. Any other services permitted by Cybozu.

Article 3. (Fee)

Part of Services may be subject to be provided for a fee. With regard to fee-based Services, Cybozu will present to User regulations regarding the Services and we will offer the Services to the User upon the User's consent. Please check up on and make sure the regulations before User begins to use each of Services. If you wish to use a linked site of Services, you are supposed to abide by the terms of

use specified in each of the linked sites. So, please check up on and make sure the terms of use on each linked site.

Article 4. (Use of Services)

1. When the User wishes to apply to the use of Services, the User shall submit information specified and requested by Cybozu for the purpose of identifying the content of the User's application including the User's e-mail address (hereinafter collectively called "User's information, etc.") in the manner specified by Cybozu through a website, etc. User's information, etc. shall be always updated, accurate and true. User's information, etc.'s submission shall be deemed to apply to the Services and only if Cybozu consents to the User's application, an account will be issued to User and thus, User may use the Services.

2. Users whose application has been accepted by Cybozu may invite others to use the Services, subject to the condition precedent of written consent of Cybozu as to the invitation.

3. The Services may be used by one User for one account. Unless otherwise consented by Cybozu, the User may not allow individual account to be shared by several persons.

4. In the event that the individual application falls under any of the following circumstances, we may not accept the application to the Services or cancel the Terms of Use and decline the User's use of the Services and any other Services provided by Cybozu:

    1. if the application to the Services was carried out using untrue, incorrect information;

    2. if the applicant has ever failed to perform his/her contractual obligations for the individual services provided by Cybozu or if Cybozu deems it possible for such failure to occur in the future;

    3. if continual provision of the Services is deemed difficult under rational reasons in the discretion of Cybozu; or

    4. if the application is deemed to significantly affect operations in Cybozu.

5. In the event any change(s) has arisen in User's information, etc., the following shall apply:

    1. if any change in User's information, etc. including, but not limited to, the User's e-mail address arises, the User shall change it in specified manner without delay; and

2. if User notifies Cybozu that the User made a change in the User's address, Cybozu making contact with and/or notifying User shall be addressed to new address notified by the User. In the event a change in User's information, etc. is made without notice, Cybozu does not bear any liability whatsoever for any damage caused to User and/or a third party due to Cybozu notification to the former contact address or Cybozu failure to get in touch with User.

6. User's e-mail address and password, etc., registered by User for the purpose of using the Services (hereinafter collectively called the "Authentication Information") shall be managed by User at his or her own responsibility, and shall not be disclosed and divulged to any third parties. Cybozu does not bear any liability whatsoever for any damage due to loss of the Authentication Information, its leak or unauthorized use and so forth. If User forgets the Authentication Information, the Services may not be used continuously thereafter. Cybozu shall not be liable for the subsequent inability of User to use data, content, etc., registered in the Services by User.

7. The User shall not assign, loan, lease, pledge or otherwise offer as security the right for provision of the Services.

Article 5. (Use of User's information, etc.)

1. Cybozu may use or make public on Services User's information whole or in

part, etc. for the following aims:

    1. Offering, governing and managing the Services;

    2. Making necessary contact with User when User begins to use the

    Services; or

    3. Sending information on campaign, products and/or Services and sending

    out questionnaires.

However, when Cybozu receives notification from User to the effect that the

User is not willing to receive such information, Cybozu will no longer send it.

2. Cybozu may make User's information, etc. known to the public in the

following circumstances:

    1. when User's designated nickname and User information that User has

    agreed to disclosure thereof are disclosed to others who use the Services

    so that User may be identified by each other in the blog, bulletin board

    and other services;

    2. when, in the event that the Services contains services provided by

    partner(s), Cybozu discloses User's information, etc. to the partner(s)

with the aim of conducting investigations or giving answers to respond to

User's inquiry, if any;

3. In the event that User applies for services provided by partner(s) in

   addition to the services, Cybozu may disclose to the partner(s) User's

   information, etc. necessary for such application;

4. when falling under Article 11, Paragraph 2 of the Terms of Use; or

5. In the event provided by law.

3. For further matters, please refer to Privacy Policy described below this Terms

   of Use.

Article 6. (Withdrawal from Membership, Cancellation and Termination)

1. User may withdraw from the Terms of Use anytime in a manner prescribed by

   Cybozu. When User wishes to cancel or terminate the Terms of Use, do so in

   a manner prescribed by Cybozu.

2. In the event that User falls under any of the following categories, Cybozu may

   terminate User's eligibility for using the Services without notice. Once the

   eligibility is terminated, User will no longer benefit from the use of the

   Services. In case of User's failure to carry out his/her duty of notification

specified in this Paragraph, Cybozu may deem User to have withdrawn from

the Terms of Use:

1. if User commits any breach of any of the provisions and/or requirements

   specified in the Terms of Use;

2. if there is a false, untrue description in the filled-out application form or

   incomplete in the application form;

3. if User has affected Cybozu operations and/or network managed by

   Cybozu or User's act is suspected to have affected them;

4. if Cybozu cannot get in touch with User over a long duration; or

5. any other cases specified by Cybozu separately.

Article 7. (Intellectual Property Rights, etc.)

1. Except for content transmitted/sent by User (hereinafter called "Posted

   Information"), any copyrights, trademark rights, design rights, patent rights,

   utility model rights, know-how and other rights related to the Services and

   each content of the Services (hereinafter called "Intellectual Property Rights,

   etc.") shall belong to Cybozu and its business partners. Intellectual Property

   Rights etc., in content etc., that User has transmitted/sent to the Services

   shall belong to the User or the providers who have transmitted/sent such

content. Such Intellectual Property Rights etc., are protected by the copyright law, the trademark law and other applicable laws and treaties with respect to intangible property rights. Therefore, User shall treat such Intellectual Property Rights etc., in the same manner as they treat other copyrighted works etc.

2. User shall not reproduce, reprint, modify, translate, adapt, distribute, publicly transmit, make it available for transmission, lease, assign, license or screen without the prior written consent of the right holder of each content (Cybozu, its business partners, User who has transmitted/sent content, etc.). Quotation of information given by the provider of each content through the Services shall conform to fair practice, and shall be limited to a reasonable reason for the quotation, including reporting, review, study, etc. At the time of quotation, written matter shall be clearly stated so as to indicate that copyrighted work made by User is "main" and the portion quoted from a content in the Services is "sub," indicating the source of quotation. If the above conditions are not met, such quotation shall not be recognized as an authorized quotation. Any arbitral change in the name and title of the source of quotation may constitute a violation of moral right of the author.

3. If User infringes on any Intellectual Property Rights etc., of the right holder of each content and any information transmitted/sent by User infringes on Intellectual Property Rights etc., portrait rights, rights of privacy and any other rights of a third party, the User shall take direct responsibility for such infringement, and Cybozu shall not be liable for such infringement. If Cybozu suffers loss or damage in such a case, any User who has committed an act of infringement shall be liable to Cybozu for such loss/damage incurred by Cybozu.

Article 8. (Authentication, etc.)

If User accesses the Services from Cybozu products or Cybozu services other than the Services (hereinafter called "Cybozu Products, etc."), User shall allow authentication information to be automatically sent to the Services from Cybozu Products, etc. Transmission of authentication information is made with the aim of making access authentication automatically and linking with Cybozu Products, etc. In such a case, the Services may conduct automatic authentication by obtaining authentication information registered in Cybozu Products, etc.

Article 9. (Authentication by Cookie)

In Services, there are times cookies are sent to web browser of User who visited Services through Cybozu products. Cookie will be used as part of access authentication necessary for making Services more useful. This authentication enables the Services to retain and redisplay User's personal settings. A transmitted cookie is a character string and consists of information such as session ID, etc., that do not identify an individual. The use of cookie requires security setting of "accepting cookies" in a Web browser. If configured otherwise, you might not be able to use the function of authentication through the use of cookies.

If this cookie should be stolen by others, Customer's browsing and setting in the Services may be changed. If you feel uncomfortable with this, we recommend that you delete such cookie in Cybozu Products, etc., or on your web browser. Please note that an expiry dates are set for the cookies, therefore, deletion of cookies while using the Services or expiration of validity of the cookies may cause suspension of the use of part of the Services or other services provided by Cybozu. In such a case, cookies for authentication will be regenerated, if User accesses the Services by sending authentication information from Cybozu Products, etc., or the User's web browser.

Cybozu is managing authentication information with the greatest possible care, but in case of User's information being abused by a third party, Cybozu may assume no responsibility whatsoever for any damages resulting from the use of this site.

Article 10. (Prohibited Acts)

User shall not engage in acts listed below:

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    1. take any action that is offensive to public order and morals;

    2. commit any violating act or criminal act (including, but not limited to, upload and distribution of computer virus, junk mail, spam mail, chain letter, other harmful file, help of murder, or conduct of Ponzi scheme), or take any action that assists or is likely to assist the foregoing;

    3. take any action that infringes on any intellectual property right of Cybozu, any business partner of Cybozu, any other User or third party;

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

5. Act that violates laws and treaties, regardless of whether it may be a willful intention or negligence;

6. Act that is economically/psychologically detrimental to Cybozu, its business partners, other users or any third parties;

7. Act that constitutes mental abuse and harassment to Cybozu, its business partners, other Users or any third parties;

8. Act that provides the Services in a misleading and confusing manner as if the Services were services of Users or any other third parties, except for acts that are permitted by Cybozu separately in writing;

9. Act that is deemed to have an adverse effect on minors;

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

11. 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;

12. Act violating provisions of the Terms of Use; or

13. take any action considered inappropriate by Cybozu.

Article 11. (Storage, Elimination of Posted Information and Disclosure of Poster's Information)

1. If Cybozu deems Posted Information to fall under any of the following

   categories, Cybozu may eliminate such Posted Information in whole or in part

   without obtaining the consent of User and/or a third party:

   1. if Cybozu deems it to be against the Terms of Use;

   2. if Cybozu deems it inappropriate to allow public access to posted

      information.

2. If Cybozu deems it necessary, such as necessary for complying with the

   provisions of the Terms of Use, necessary for legal requirements or legal

   procedures and necessary for protecting the rights of Cybozu, its partner(s),

   fellow User or a third party, Cybozu may store or disclose to a third party any

   information on Posted Information (including, but not limited to, information

   regarding the poster on the Services and what not).

Article 12. (Transaction with Advertiser)

Any transaction between User and an advertiser who runs an advertisement

(including, but not limited to, prize advertisement) in the Services (including, but

not limited to, participation in promotional activities such as prize competition)

shall be performed at the responsibility of User and such an advertiser.

Therefore, payment for goods, decision on contract conditions, guarantee,

warranty, etc., shall be made by User and the advertiser at their own

responsibility. Cybozu shall not be liable for any damage caused by transactions in

relation to an advertisement posted in the Services and a posting an

advertisement.

Article 13. (Scope of Warranty)

1. Cybozu may grant User who has consented to the Terms of Use visiting the

   Services, followed by posting his or her contents, but Cybozu shall not

   warrant any contents and/or certain supply of the Services, result of his/her

   access and information security.

2. Cybozu shall not give assurance to User on complete and trouble-free data

   migration from the Services nor advice and support for such data migration,

   even when the official Services or subsequent Services would be released.

3. User shall, at their own responsibility, check the reliability, correctness,

   completeness, usefulness (benefit) of the content of the Services, including

   necessary legal rights in storage, reproduction and any other usage of data by

   the User, and Cybozu shall not be responsible nor guarantee for the check.

Article 14. (Limitation on Liability)

1. Cybozu shall not be liable for any indirect, contingent, special, incidental, consequential or punitive damages incurred by the User or any other third party arising from the use or non-use of the Services or other services via the Services, including, but not limited to, dispute, leak of information, 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.

2. 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 the Terms of Use.

3. Cybozu may temporarily discontinue provision of the Services without notice to User by reason of the following and in such case, Cybozu shall assume no liability for the discontinuation of such Services:

   1. when Cybozu provides maintenance, checkup and/or repair of the system;

   2. when Cybozu is rendered unable to provide the Services due to fire or failure of power supply;

3. when Cybozu is rendered unable to provide the Services due to act of

   God and so on; or

4. when operation or technology prevents Cybozu supplying the Services

   temporarily, etc.

Article 15. (User Liability)

1. User shall use the Services on his/her own responsibility.

2. Please check up on and make sure such matters as copyright, confidentiality,

   defamation, preservation of decency, export law and compliance with User's

   legal obligation on own responsibility.

3. If User causes any damages to Cybozu or any third party through taking any

   action that violates any of the provisions of the Terms of Use , the User shall

   compensate therefor at its own expense and responsibility.

Article 16. (Change or Termination of Services)

1. Cybozu may change the details of the Services without notice to User, and

   User shall consent to such change. Cybozu shall not be liable for any

   disbenefit or damage caused to User resulting from deletion of contents

   and/or Posted Information, denial of access to contents and/or Posted

   Information, termination of a specific Services.

2. Cybozu may bring the Services to stop, end or changes it without notice to User. And in the event Cybozu stops, ends or changes the Services, Cybozu shall not be liable to User for any damages.

3. Posted Information may be eliminated by Cybozu as a result of the termination of the Services.

Article 17. (Halt and/or Discontinuation of Use)

1. Cybozu may bring the supply of the Services to a halt without notice to User in case User falls within any of the following categories:

    1. when User infringes on any of the provisions of the Terms of Use; or

    2. when User is in danger of causing damages or defamation to Cybozu, individual contents' providers, linked site and a third party.

2. In the case prescribed in the preceding paragraph, Cybozu shall assume no liability for any damage (either directly or indirectly) arising thereby.

Article 18. (Governing Law and Jurisdiction)

1. The Terms of Use is governed under the laws of Japan except for the case of infringement to conflicts of laws. If any dispute shall arise in relation to the Terms of Use, the Tokyo Summary Court or Tokyo District Court has exclusive competent jurisdiction of the first instance depending on the amount claimed.

March, 2015

Cybozu, Inc.