

Translation for reference only

cybozu.com(China) Terms of Use

Any customer (the "Customer") who uses any of the services provided by Cybozu IT Shanghai Inc. ("Cybozu Shanghai") at cybozu.com (including free trial use of any of these services; individually a "Service" and collectively the "Services") is required to use the Services in accordance with these Terms of Use ("Terms of Use"). If the Customer orders any one of the Services and receives notice of completion of your order, the 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") is 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 Service. Please confirm such terms and conditions before using any Service.

1. Definitions

The following capitalized terms shall have the meanings provided below:

- (i) "Customer" means any legal entity or organization that has applied to use the Services in accordance with the procedures prescribed by Cybozu Shanghai upon confirming these Terms of Use, or any person who has been licensed by Cybozu Shanghai to use the Services.
- (ii) "Contract Administrator" means any person registered by the Customer as a manager who executes an agreement on Service or takes any other procedures with Cybozu Shanghai.
- (iii) "User" means any person registered by the Customer as a user for use, or trial use, of Service with or without charge under the control of the Customer. The Customer may invite any guest user to use the guest space of kintone and register him/her as a User. The Customer may allow such guest user to use the Services in the same manner permitted to the Users of the Services, provided it is limited to within the guest space to which such guest user is invited.
- (iv) "Service System" means telecommunications equipment installed by Cybozu Shanghai or Cybozu Inc. (collectively "Cybozu Group") for use primarily in relation to the Services.
- (v) "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 the Customer and the Users themselves or for which they make a contract with any third party.

- (vi) "Customer Information" means the Customer number, name, trade name, address, domicile, contact person, contact information and other information designated by Cybozu Shanghai in order to identify Customer's application.
- (vii) "Contract Administrator Information" means the name, e-mail address, and any other information designated by Cybozu Shanghai of the Customer Information regarding the Contract Administrator registered in accordance with the method set forth in item (ii) above.
- (viii) "Service Account Information" means the ID, e-mail address, password, access URL to log in and such other information as a User may need to access any Service.
- (ix) The "API" means an Application Programming Interface for the Services provided by Cybozu Shanghai.
- (x) "Template Program" means the program related to the Service, including template, custom application and plugin, provided by Cybozu Shanghai or any other creator via the Services for the purpose of being used only through the Services, and the JavaScript files or other script available through the Services for the purpose of customization of the Services.
- (xi) The "Custom Functions" means the functions in the Services in order to apply plugin, JavaScript file, etc., which are provided by Cybozu Shanghai or any third party, regarding the Services.
- (xii) The "API etc." collectively means the API, Template Program, The Custom Functions and JavaScript file or other script created by the Customer or any third party.
- (xiii) 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 Shanghai shall enter into the Service Agreement based on these Terms of Use for the Service the Customer requests the use of.
- (2) When the Customer wishes to apply for the Service Agreement, the Customer will be asked to submit the Customer Information in a manner

designated by Cybozu Shanghai. The Customer may also be asked to submit the documents evidencing the information provided is true and accurate..

- (3) Cybozu Shanghai 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 Shanghai 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:
 - (i) an application therefor has been made with false information;
 - (ii) an applicant has failed or Cybozu Shanghai judges that an applicant is likely to fail to perform his/her contractual obligation in relation to the Service provided by Cybozu Shanghai.
 - (iii) Cybozu Shanghai reasonably determines that it will have difficulty continuing to provide the Services; or
 - (iv) Cybozu Shanghai determines that it may cause significant interference with its business operations.
- (5) Any matter Cybozu Shanghai confirmed via the e-mail address which is registered as the Contract Administrator shall be deemed proceeded and confirmation by the Customer itself.

3 Users

- (1) The Customer may register Users up to the number permitted by Cybozu Shanghai for each Service. Only individuals who are registered as Users may use or trial use Service as Users, provided that the Customer ensures such Users comply with these Terms of Use and manages such Users with the due care of a prudent manager.
- (2) Unless otherwise consented by Cybozu Shanghai, the Customer may not allow individual User Account Information to be shared by several persons.

4 Free Trial Use

- (1) During the trial period, the Customer may use Service for free to the extent separately designated by Cybozu Shanghai.
- (2) The trial period is separately notified in connection with each Service. If

the Customer wishes to continue using Service after the expiry of its trial period, the Customer must acquire the right of use from Cybozu Shanghai by separately applying for full use of fee-based services and enter into an agreement with Cybozu Shanghai. Under no other circumstances, shall the Customer be allowed to use Service after the expiry of its trial period.

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

5 Free trial use of beta versions

- (1) The Customer may trial beta versions of a Service (including those for which Cybozu Shanghai installs an environment for trial use for the purpose of evaluation of the new functions of such Service until all or any of the new functions of such 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 Shanghai otherwise sets conditions regarding Customer use of information regarding Service it has learned through trial use of the Beta Version thereof, the Customer shall use the same in accordance with such conditions.
- (3) AFTER THE OFFICIAL VERSION OF SERVICE (INCLUDING PART OF THE NEW FUNCTIONS) IS RELEASED, CYBOZU SHANGHAI DOES NOT GUARANTEE THAT THE SPECIFICATIONS AND FUNCTIONS OF THE OFFICIAL VERSION WILL BE EQUIVALENT WITH THOSE OF ANY BETA VERSION. FURTHER, EVEN IF THE CUSTOMER DECIDES TO USE THE OFFICIAL VERSION OF SUCH SERVICE, CYBOZU SHANGHAI DOES NOT GUARANTEE THAT THE CUSTOMER'S STORED DATA WILL BE MIGRATED OR ABLE TO BE MIGRATED FROM THE BETA VERSION ENVIRONMENT WITHOUT ANY PROBLEMS, NOR DOES CYBOZU SHANGHAI GUARANTEE TO GIVE ADVICE OR SUPPORT IN RELATION TO SUCH MIGRATION. CYBOZU SHANGHAI 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 SERVICE.

6 Details of Services

The details of paid Services shall be as described in each application form for use and the cybozu.com Services Descriptions (*cybozu.com service setsumeishi*) manuals (limited to provisions applicable to the Service); provided, however that if the Customer separately applies for optional service of the Services, it shall follow the special agreements provided with respect to such optional service.

7 Service Period

- (1) If the Service is directly purchased from Cybozu Shanghai:
 - (i) The minimum term of use shall be six (6) months from the date the initial monthly charge is incurred; and
 - (ii) Subsequent to the submission of the formal application to use the Service, if the Agreement is cancelled due to the Customer's own reasons within the minimum term of use set forth in the preceding paragraph, the Customer shall immediately pay Cybozu a total sum equal to the amount of charges applicable to the remainder of said minimum term of use. Furthermore, Cybozu shall not refund the Customer for any charges that has already been paid by the Customer.
- (2) If the Service is purchased from distributors other than Cybozu Shanghai:

If the Customer purchases the Service from distributors listed on Cybozu Shanghai website (<http://cybozu.net.cn/>), the minimum term of use shall be such term as agreed upon by the Customer and said distributor.
- (3) After the expiration of the minimum term of use for the Service set forth in the preceding two paragraphs, the Service Agreement shall be renewed semi-annually or annually unless either the Customer or Cybozu Shanghai updates the Agreement by procedures designated by Cybozu Shanghai by the specified deadline; provided, however, that if the Service was purchased from a distributor, the method of renewing the contract shall be in accordance with the agreement between the Customer and the distributor.
- (4) When an application for annual use is made within thirty (30) days of the

date of termination of the service period set forth in paragraphs 1 and 2 above, 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, irrespective of the date of application.

- (5) Unless otherwise provided, the Service Agreement may not be cancelled after its formation.

8 Service Fees

- (1) For fee-based Services, service fees are set based on the number of permitted Users and other criteria. Please contact Cybozu Shanghai or the distributor for details of Service fees. Transfer and remittance fees, and other charges required at the time of such payment shall be borne by the Customer. Separate setup costs may be required in the case of fee-based services. The abovementioned fees do not include any communication costs, packet fees or other communication expenses payable to the carrier in connection with the fee-based services, and these costs and fees are payable separately by the Customer to the communications carrier etc.
- (2) Please note that campaign prices applicable at the time of conclusion of the Services Agreement will cease to apply after the passage of the applicable period.
- (3) Customer shall pay the relevant service fees by the due date individually determined based on the duration of the service period.
- (4) If the Customer fails to pay the service fees or any other obligations by the due date, the Customer may be required to pay Cybozu a delinquency charge calculated by multiplying "the financial institution basic loan rate" issued by The People's Bank of China by (1+50%) 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.
- (5) If the Customer fails to pay the service fees set forth herein or any other obligations by the due date separately provided, Cybozu Shanghai shall terminate the Service Agreement and suspend provision of the Services on such due date; provided, however, that if the service fees or any other obligations are paid within a period permitted by Cybozu Shanghai, then, at the discretion of Cybozu Shanghai, the Service Agreement may be

kept in force and Cybozu may recommence provision of the Services (in case of recommencement, the Customer shall be required to pay service fees for the full month of recommencement). If the Customer fails to pay the service fees or any other obligations in part, this Article 8 shall apply mutatis mutandis. Unless otherwise provided, service fees are not refunded in any case.

9 Change and Termination of License

If the Customer wishes to upgrade your subscription and increase number of licensed Users (hereinafter collectively referred to as "Upgrade"), and wishes such Upgrade to be applied from the first day of the next month, the Customer needs to notify Cybozu Shanghai thereof during the period between the first and the 14th day of the current month. If an application for Upgrade is notified to Cybozu Shanghai on or after the 15th day of the current month, the change may be reflected from the 1st of the month after the next. Cybozu Shanghai shall apply the changes made to the Service subject to Customer's payment of the difference between the new and old grades or the difference in the number of additional users. However, under no circumstances shall we respond to any downgrade or decrease in the number of licensed users during the service period and will not refund any service fees already paid.

10 API and Template Program

- (1) If Cybozu Shanghai provides the Customer with the API, the Customer may use the API for free as a rule for the purpose of using the same in conjunction with the Services. However, if fee-based plan relating to the use of the API has been separately set as a license for each Service to the Customer, the Customer shall be required to apply for use of the said plan and pay applicable service fees to use the said plan. Whether for free or with fee, if the frequency of use or the volume of data transfer by the Customer exceeds a level whereby it interrupts Cybozu Shanghai's provision of the Services to other Customers, etc, Cybozu Shanghai may, if and when it deems necessary at Cybozu Shanghai's discretion, limit the Customer's frequency of use, available hours and permitted volume of data transfer. Cybozu Shanghai may also charge additional fees if Cybozu Shanghai determines necessary. Limitation on use or the details of such

fees shall be subject to regulations separately provided by Cybozu Shanghai.

- (2) The Customer shall use the API in accordance with the specifications provided with the API. In addition, the Customer may develop any tool or produce any linked service using the API to the extent used by such Customer with the Services; provided, however, that if terms of use are separately provided in relation to such provided API, the Customer shall use the API in accordance therewith.
- (3) The Customer may reproduce and modify the Template Program provided by Cybozu Shanghai or any third party to the extent that used by such Customer with the Services; provided, however, that the Customer shall not modify the plugin; and provided, further, that if terms of use as to the Template Program are separately stipulated, the Customer shall comply with the terms for using the Template Program.
- (4) The Customer may use the Custom Functions for free; provided, however, that if fee-based plan relating to the use of the Custom Functions has been separately set as a license for each Service to the Customer, the Customer shall be required to apply for use of the said plan and pay applicable service fees to use the said plan.
- (5) The Customer shall use the API etc. at its discretion and its own responsibility. Unless otherwise set forth in any other provision, Cybozu Group warrants neither that the functions contained in the API etc. satisfy the needs of the Customer, that the API etc. operate in a normal way nor that any defect contained in the API etc. (including so-called bug or structural problems) will be corrected. In addition, any information or advice of Cybozu Group whether verbal or written shall not be deemed as a new warranty or expand the scope of the warranty under this Article. Cybozu Group may change or discontinue any services incidental to the API etc. without the prior permission of the Customer. Cybozu Shanghai does not guarantee permanent usage environment equivalent to the API etc. at the time of execution hereof. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU GROUP SHALL NOT BE LIABLE FOR ANY EFFECT ON PERFORMANCE OR ANY LEAKAGE OF INFORMATION OR ANY OTHER IMPACT OF SUCH USE BY THE CUSTOMER.
- (6) When, in connection with the Third Party Solution, etc., there are

separate provisions regarding warranty or liability that have been set by the Third Party, the Customer shall follow such provisions. EVEN IN SUCH A CASE, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU GROUP SHALL ASSUME NO LIABILITY WHATSOEVER.

11 Change of Customer Information

If any changes occur to the Customer Information, provided:

- (i) the Customer is required to promptly notify Cybozu Shanghai of any changes in the Customer Information.;
- (ii) When giving notice as set forth above, the Customer shall submit a document in writing evidencing the power of the Customer to do so and follow other procedures designated by Cybozu Shanghai.
- (iii) IN THE EVENT THAT THE CUSTOMER SUBMITS A NOTIFICATION OF A CHANGE IN THE CUSTOMER INFORMATION PURSUANT TO (i) ABOVE, THEREAFTER ALL COMMUNICATIONS, NOTICES, AND INVOICES FROM CYBOZU SHANGHAI TO THE CUSTOMER SHALL BE TRANSMITTED OR SENT TO SUCH UPDATED CONTACT INFORMATION. IF ANY CUSTOMER INFORMATION IS CHANGED BUT THE CUSTOMER FAILS TO SUBMIT A NOTIFICATION OF SUCH CHANGES PURSUANT TO (i) ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU SHANGHAI SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY THE CUSTOMER, OR THIRD PARTIES AS A RESULT OF CYBOZU SHANGHAI SENDING NOTICES, COMMUNICATIONS, OR INVOICES TO THE CONTACT INFORMATION GIVEN BEFORE THE CHANGE, OR OTHERWISE FAILING TO REACH THE CUSTOMER.

12 Use of Customer Information

- (1) Cybozu Group shall manage Customer Information submitted by the 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 the Customer.
- (2) If Cybozu Shanghai cannot reach the Customer using the Customer

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

- (3) Notwithstanding the foregoing, Cybozu Group may disclose or release Customer Information to a third party in the following cases:
 - (i) when the Services include any service provided by a business partner of Cybozu Shanghai, necessary Customer Information may be disclosed to such business partner in order to examine or reply to the inquiries from the Customer in relation to such service;
 - (ii) when the Customer applies for the service provided by a business partner of Cybozu Group in addition to the Services provided by Cybozu Shanghai, Cybozu Shanghai may disclose Customer Information to such business partner as necessary for such application; and
 - (iii) when Cybozu Group determines that it is necessary to do so, such as when it is required by law or in relation to a legal proceeding, or it is necessary in order to protect the rights of Cybozu, Cybozu Shanghai, its business partners, other Customers or third parties.
- (4) In addition to the above, personal information contained in the Customer Information shall be handled in accordance with the provisions of the privacy policy located at: <https://www.cybozu.cn/jp/terms/privacy.html>

13 Maintenance of Settings

The 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 Shanghai. Such settings shall be configured and maintained at the responsibility and expense of the Customer.

14 Handling of Stored Data

- (1) All data and information registered by the Customer or the Users via the Services (the "Stored Data") shall be managed by the Customer itself,

and except to the extent permitted by the Customer pursuant to these Terms of Use, Cybozu Group shall not acquire any rights related to the Stored Data.

- (2) Cybozu Group may, at its discretion, backup the Stored Data without obtaining the 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 Group shall delete the Stored Data after the passage of the retention period separately determined by Cybozu Group. AFTER SUCH TERMINATION, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU GROUP SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY THE CUSTOMER OR A THIRD PARTY IN RELATION TO THE STORAGE, DELETION OR BACKUP, ETC., OF THE STORED DATA.
- (4) Cybozu Group shall not access the Stored Data unless Cybozu Group determines necessary for the purpose of:
 - (i) operating the Service System safely;
 - (ii) preventing problems with the Services or the Service System; or
 - (iii) resolving support issues when the Customer requests Cybozu Group support in relation to the Services.
- (5) In the case of trial use of Service (including trial use or use of Beta Version), Cybozu Group may delete part of the Stored Data without obtaining the Customer's consent for the improvement of such Service.
- (6) Cybozu Group shall not disclose or release any of the Stored Data without obtaining the Customer's consent; provided, however, that Cybozu Group may disclose or release all or part of the Stored Data without obtaining the Customer's consent when it is required by the laws or for legal procedures.
- (7) The Services function may be connected to the services provided by business partners of Cybozu Group. If the Customer uses such functions, the Stored Data for the use of such function may be provided to such business partners.

15 Self-Management of Account, etc.

- (1) The Customer and the Users shall strictly manage the Service Account Information, etc., issued by Cybozu Shanghai at its responsibility and shall never release or leak the same to any third party other than the

Users.

- (2) If the details of the Service Account Information, etc., become or are likely to become known to any third party, the Customer shall immediately notify Cybozu Shanghai thereof. Cybozu Shanghai 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 Shanghai shall take procedures to issue new Service Account Information, etc.
- (3) EXCEPT FOR ANY REASON ATTRIBUTABLE TO CYBOZU SHANGHAI, CYBOZU GROUP SHALL NOT BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING FROM SERVICE ACCOUNT INFORMATION, ETC. BECOMING KNOWN TO ANY THIRD PARTY.

16 Suspension of Services

- (1) The Services shall be subject to regular maintenance. Such regular maintenance shall be notified in the manner provided by Cybozu Shanghai. During such regular maintenance, the system may be temporarily suspended or unavailable.
- (2) Cybozu Shanghai may suspend provision of the Services if:
 - (i) 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;
 - (ii) Cybozu Shanghai determines that it has become difficult to provide normal Services due to significant burden or damage to the Services;
 - (iii) Cybozu Shanghai becomes aware that provision of the Services may cause significant damage to the Customer or a third party due to falsification of data or hacking or the like;
 - (iv) 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;
 - (v) an emergency occurs or is likely to occur due to natural disaster, war,

civil commotion, new laws or abolition of laws or any other force majeure event; or

- (vi) Cybozu Shanghai otherwise determines that it is necessary to suspend or halt the provision of the Services.
- (3) Cybozu Shanghai shall not, as a rule, accept any request to halt the Services from the Customer or any third party.
- (4) TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU GROUP SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY THE CUSTOMER OR A THIRD PARTY AS A RESULT OF SUSPENSION OF OR FAILURE TO SUSPEND THE SERVICES.

17 Discontinuation of Services

- (1) Cybozu Shanghai may entirely discontinue any Service provided under the Service Agreement. In such case, Cybozu Shanghai shall notify the Customer at least three (3) months prior to the scheduled date of discontinuation in the manner provided by Cybozu Shanghai.
- (2) Cybozu Shanghai will refund the Service Fee only if we notify the Customer of the termination of the Service within the Service Period pursuant to the preceding paragraph and the date of the actual termination of the Service (Hereinafter referred to as "Service Termination Date".) comes before the end of the Service Period. The refundable amount is calculated on a monthly basis for the remaining period from the first day of the month following the service termination date to the expiration date of the service period.

18 Restricted and Prohibited Acts

- (1) When using the Services or the Service Account Information, the Customer shall not:
 - (i) license or grant the right to use the Services to a third party;
 - (ii) reproduce, distribute and loan the Service Account Information to any person other than the Users or transmit the same to, or lease or create security interest over it for the benefit of any third party;
 - (iii) reproduce, modify, distribute, communicate to the public or make available to the public the Template Program beyond the scope of its permitted use;

- (iv) modify, translate, change, alter, reverse-engineer or analyze document or program related to the Services;
 - (v) produce or distribute any derived services without permission by Cybozu Shanghai;
 - (vi) take any action that infringes on any intellectual property right of Cybozu Shanghai, any business partner of Cybozu Shanghai, any other Customers or any other third parties;
 - (vii) take any action that damages the properties, credit or reputation of Cybozu Shanghai, any business partner of Cybozu Shanghai, 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;
 - (viii) take any action that causes or is likely to cause detriment or damage to Cybozu Shanghai or any third party;
 - (ix) take any action that is offensive to public;
 - (x) commit any violating act or criminal act, or take any action that assists or is likely to assist the foregoing;
 - (xi) do phishing, faking the website of Cybozu Shanghai, any business partners of Cybozu Shanghai, any other Customers or any other third parties;
 - (xii) store or provide data containing harmful program or information;
 - (xiii) 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;
 - (xiv) make public any undisclosed vulnerability information concerning the Services without approval of Cybozu Group;
Note that it is recommended that any vulnerability discovered shall be notified to Cybozu Group;
 - (xv) do what prevents or is likely to prevent operation of Cybozu Group's business and provision of its services;
 - (xvi) 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 Group; or
 - (xvii) do any other act which Cybozu Shanghai considers inappropriate.
- (2) If the use of the Services or the Service Account Information by the

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

- (3) TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, CYBOZU SHANGHAI 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.

19 Scope of Warranty

- (1) Except as otherwise set forth in Article 16 (Suspension of Service) of these Terms of Use, when providing the Services, Cybozu Shanghai warrants to the Customer that it shall not suspend the Services for 24 hours or longer consecutively due to abnormality in the service network installed by Cybozu Shanghai. If requested by the Customer and Cybozu Shanghai confirms a violation of this warranty, Cybozu Shanghai 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 Group 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:
 - (i) THE SERVICES USED BY THE CUSTOMER RELATE SOLELY TO TRIAL OR BETA VERSION, ETC., OF ANY SERVICE;
 - (ii) THE SERVICES ARE SUSPENDED DUE TO THE TERMINAL EQUIPMENT; OR
 - (iii) THE SERVICES ARE SUSPENDED FOR ANY REASON NOT ATTRIBUTABLE TO CYBOZU SHANGHAI.
- (3) Any claim under this Article 19(1) 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) The 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 the Customer. Other than the warranty set forth in this Article 19(1) above, Cybozu Group warrants neither that the functions contained in the Services satisfy the needs of the 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 Group whether verbal or written shall not be deemed as a new warranty or expand the scope of the warranty under this Article. Cybozu Group may change or discontinue any services incidental to the Services without the prior permission of the Customer. Cybozu Group does not guarantee permanent usage environment equivalent to the Services at the time of execution hereof.

20 Limitation on Liability

- (1) TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, THE MAXIMUM COMPENSATION LIABILITY THAT CYBOZU GROUP 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 THE CUSTOMER INCURS DAMAGES; PROVIDED HOWEVER, THAT TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS, IN NO WAY SHALL CYBOZU GROUP BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED BY THE 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 SHANGHAI 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 SHANGHAI. IF THE CUSTOMER USES A TRIAL OR BETA VERSION, ETC., OF ANY SERVICE, THEN REGARDLESS OF WHETHER SUCH DAMAGES HAVE BEEN CAUSED BY AN EVENT ATTRIBUTABLE TO CYBOZU SHANGHAI OR NOT, NEITHER CYBOZU GROUP NOR A SUPPLIER OF THE SERVICES SHALL BE LIABLE THEREFOR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS AND REGULATIONS.

- (2) IF THE CUSTOMER CAUSES ANY DAMAGES TO CYBOZU GROUP OR ANY THIRD PARTY THROUGH THE USE OF THE SERVICES, THE CUSTOMER SHALL COMPENSATE THEREFOR AT ITS OWN EXPENSE AND RESPONSIBILITY, AND MAY NOT SEEK ANY INDEMNIFICATION OR COMPENSATION THEREFOR FROM CYBOZU GROUP.
- (3) IF ANY DISPUTE ARISES BETWEEN THE CUSTOMER AND A THIRD PARTY IN RELATION TO THE USE OF THE SERVICES, THE CUSTOMER SHALL RESOLVE SUCH DISPUTE AT ITS OWN RESPONSIBILITY AND MAY NOT REQUEST FOR ARBITRATION, INQUIRIES OR OTHERWISE TO CYBOZU GROUP. FURTHER, IN RELATION TO SUCH DISPUTE, IF CYBOZU SHANGHAI 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 THE CUSTOMER, CYBOZU SHANGHAI MAY CLAIM COMPENSATION FOR THE AMOUNT OF SUCH DAMAGES FROM THE CUSTOMER.

21 Intellectual Property Rights, etc.

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 Group and the suppliers thereof. The Services and instruments, drawings and documents related to the Services are protected by the Copyright Act and any other statutes and treaties related to intellectual property rights. Therefore, the Customer and the 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 statutes and treaties related to intellectual property rights.

22 Cancellation

- (1) Cybozu Shanghai may immediately cancel the Services Agreement without providing any warning or demand if the Customer meets any one of the following conditions:
 - (i) violates any one of the terms or conditions of these Terms of Use;
 - (ii) has made any false description or omitted any matter in the application form;
 - (iii) causes interference with the business of Cybozu Shanghai or Service System, etc. or takes any action that is likely to cause the same;
 - (iv) Cybozu Shanghai determines that the Customer has triggered credit insecurity such as becoming subject to bankruptcy, corporate reorganization, dissolution, restructuring, suspension of business or being placed on a list of suspension of transactions of a financial institution;
 - (v) has been filed for an application for seizure, freezing, auction, or any other preservative measures with respect to property;
 - (vi) cannot be reached by Cybozu Shanghai by telephone, FAX or e-mail for a long period of time; or
 - (vii) for any other cases specified separately by Cybozu Shanghai.
- (2) If the Service Agreement is cancelled, the Service Account Information shall no longer be available thereafter. If Cybozu Shanghai requests the Customer to return or delete the Service Account Information, the Customer must follow such request. In addition, any data, files and other information registered by the Customer shall no longer be available for use, access or otherwise thereafter.

23 Cancellation due to Relationship with Antisocial Force

If the Customer or any of its officers or employees proves to be an Organized Crime Group Member or has any relationship, Cybozu Shanghai may immediately terminate the Service Agreement without giving any notice or demand.

24 Prohibition on Assignment and Creation of Security Interest

The Customer shall not assign or sublicense the right to receive provision of the Services.

25 Engagement of Third Party Provider

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

26 Governing Law and Jurisdiction

- (1) These Terms of Use shall be governed by the laws of the People's Republic of China without reference to conflict of laws principles.
- (2) The Customer and Cybozu Shanghai hereby agree that all disputes arising out of or in connection with these Terms of Use or the Services shall be finally settled by arbitration in Shanghai in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission.

27 Amendment of the Content and these Terms of Use

Cybozu Shanghai may amend or partially abolish the provisions of these Terms of Use or the content of the Services, etc. regardless of whether the Customer acknowledges the same. In such case, these Terms of Use or the content of the Services after such amendment or change shall apply. Any amendment to material parts of these Terms of Use shall be notified to the Customer in advance or after the amendment in a manner designated by Cybozu Shanghai; provided, however, that such prior notice may be omitted in the case of a minor change, such as a correction of wording, that may not be detrimental to the Customer. If the Customer does not consent to the content of the amendment, Cybozu Shanghai shall not be obliged to continue providing the Services and the Customer shall terminate and discontinue the use of the Services before such amendment takes effect or otherwise the new terms shall apply to the Customer.

28 Miscellaneous Matters

- (1) In relation to the use of any Service, even if any terms of use that are different from these Terms of Use are presented to the Customer, these Terms of Use shall apply to the use of the Service by the Customer in preference thereto. These Terms of Use shall be the sole agreement between Cybozu Shanghai and the Customer (herein after collectively referred to as 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, the Parties shall take steps for the amendment of such invalid or unenforceable provision to the extent possible.

Note:

The official language of these Terms of Use shall be the Japanese language. In the event of any conflict of interpretation between any foreign language translation and the Japanese language version, the Japanese language version shall prevail.