

“V-CUBE Gate” Terms of Use of Services

V-CUBE Inc. (hereinafter referred to as “VC”) sets forth the following Terms of Use of Services (hereinafter referred to as “This Terms”) for VC’s personal and corporate business messenger service “V-CUBE Gate (hereinafter referred to “This Service”) and offers This Service based on This Terms.

Article 1 (General Rules)

1. This Terms shall apply to personal users (hereinafter referred to as “V-CUBE ID Users”) and corporate users (hereinafter referred to as “Corporate User”, and “V-CUBE ID Users” and “Corporate Users” collectively referred to as “Users”) and VC.
2. VC shall allow the Users to use This Service in a non-exclusive manner provided that the Users agree to This Terms.
3. VC may revise This Terms without prior approval of the Users and, after any revision, shall immediately indicate the revised Terms on the Web site of This Service and This Service. If a User uses This Service after the revision of This Service, that User will be deemed to agree to the revision of This Terms.

Article 2 (This Service)

1. This Service is a messenger service that aims to make personal and corporate business more efficient.
2. The specifications, etc., of This Service are subject to change in VC’s discretion without obtaining prior approvals of the Users.
3. VC obtains information regarding Users’ e-mail addresses and nicknames from user registrations (hereinafter collectively referred to as “Registered Information”) in order to retain appropriate operation and provision of This Service. Of these information items, the Users may select not to register some items within the above Registered Information items at Users discretion. However, such Users may not use some functions of This Service, use of which needs registration of the said information items as a precondition.
4. If a V-CUBE ID User sets, as his/her V-CUBE ID, an e-mail address that has been issued and managed by his/her company, etc., and if the said corporation is a Corporate User of This Service (including a case where the corporation becomes a Corporate User ex post facto), then the said Corporate User may, as part of its management of the e-mail address it issued, recognize the said V-CUBE ID on This Service, obtain the Registered Information and the contents of posts and transmitted and received messages with regard to the V-CUBE ID User who uses the said V-CUBE ID, and send information to the said V-CUBE ID User. This shall not apply to a case where the said corporation is not a Corporate User of This Service.
5. As part of notifications, advertisements, or functions for operation of This Service, e-mail may be transmitted to the e-mail addresses of the Users.
6. This Service may have functions that are designed for interoperability with services provided by third parties other than VC (hereinafter referred to as “Tie-Up Services”). To use the Tie-Up Services, the Users shall abide by the terms of use set forth by the said vendors.
7. This Service does not guarantee emergency communications to the police agency, coast guard agency, fire agency, medical organizations, etc.
8. All of the copyrights and other intellectual properties of This Service and all information with regard to This Service (except the contents posted, transmitted and/or uploaded by the Users [hereinafter referred to as “User Contents”]) belongs to VC or the right holders who have allowed VC for use thereof, and the Users shall not perform reproduction, transfer, lending, translation, modification, reprinting, public sending (including possibility of sending), transmission, distribution, publication, use for business, and the like with regard thereto (hereinafter collectively referred to as “reproduction, etc.”).
9. The Users shall, on their own responsibility and at their own expense, prepare the information terminals and the Internet connections used for This Service.
10. This Service obtains the specific identification numbers of the information terminals that the Users use for This Service.

Article 3 (Handling of ID’s, etc.)

1. The Users shall properly manage their IDs and/or passwords used for This Service to prevent unauthorized use thereof. In addition, the Users shall pay sufficient care to manage the passwords in such ways as changing them periodically and use characters that cannot be easily analogized by others, so that no third party can use them in an unauthorized manner.
2. The Users shall notify VC immediately of any unauthorized use of IDs or passwords or the possibility thereof the Users becomes aware, and at the same time, shall, on its own responsibility and at its own expense, clear the condition of such unauthorized use or such possibility. VC shall not be liable for any damage incurred by the User due to an unauthorized use of an ID or a password.
3. VC shall have the right to delete an ID that has not been used for a period of one year or more since last access, without prior notice to the User.
4. The V-CUBE ID Users who are minor shall obtain consents of their legal guardians, such as the persons in parental authorities prior to application for use of This Service.

Article 4 (Handling of User Contents)

1. VC does not obtain the rights with regard to the User Contents. The Users may post, transmit and/or upload, to This Service, only texts, images (videos), and the like of which they have the rights, such as copyrights, or for which they obtain the necessary grants from the right holders.
2. This Service may include a function with which other Users and VC can perform reproduction, etc. In this case, the User shall grant the reproduction, etc., of its own User Content by other Users, and VC and shall not exercise its own moral rights to other Users and VC.
3. If it is necessary to confirm the conditions of compliance to laws and regulations and This Terms of Use of Services, VC may confirm the contents of User Contents. Note, however, that VC shall not be liable for performance of such confirmation.
4. If VC recognizes that a User Content breaches laws and regulations or This Terms of Use of Services or that there is a threat thereof, or if necessary for business, then VC shall be able to restrict the use of the User Content in This Service, in such a way as deleting the User Content without prior notice to the User.

Article 5 (Prohibited Matters)

Upon using This Service, the Users shall not conduct the following acts described below:

- (1) Act by which the User may infringe others’ intellectual properties, rights of portrait, rights of privacy, honors, and other rights or benefits;
- (2) Act by which the User conduct reproduction, etc., that exceeds the manner of use planned in This Service, with regard to all the information obtained through This Service;
- (3) Act by which the User infringes, or may infringe, public order and morals or laws and regulations;
- (4) Act of disclosure or divulge of ID’s and passwords of This Service to any third party;
- (5) Act of assigning or lending of the right to use This Service to any third party, whether with or without charge;
- (6) Act of providing any commercial service to any third party based on the right of use of This Service;
- (7) Act of post, transmission, and/or uploading of the identical or similar information to unspecified, or a large number of, Users, or many times (including multi-posting, spam messages, etc.) (excluding those approved by VC).

- (8) Act of physical or electronic intrusion or attempt of such intrusion, in an illegal manner, into the facilities operated by VC for This Service;
- (9) Act of transmission of information containing a computer virus or other hazardous computer programs;
- (10) Act of falsification of information related to This Service;
- (11) Act of transmission of data exceeding a specific capacity set forth by VC;
- (12) Act which may interrupt VC to provide This Service; and,
- (13) Act of infringement of laws and regulations, judgments, decisions, or administrative dispositions and other administrative measures, and other acts that are considered inappropriate by VC.

Article 6 (Cancellation)

1. The Users may, in its sole discretion, cancel This Service pursuant to the specified procedures related to This Service.
2. VC has no obligation to continuously possess the Registered Information and the User Contents of any User after cancellation.

Article 7 (Suspension of Service)

If User falls under any of the following, VC may suspend to provide This Service to the said User:

- (1) If the User performs any of the prohibited matters as described in Article 5;
- (2) If the Registered Information is found to be untrue;
- (3) If the User performs any antisocial behavior (including acts against public order and morals, acts due to which the User receives a criminal penalty, or an administrative measure, belonging to, or cooperation with, any antisocial force or the like, etc.); and/or,
- (4) If VC considers the User inappropriate as a User.

ARTICLE 8 (INDEMNITY)

1. THIS SERVICE MAY TEMPORARILY BE SUSPENDED IN ANY OF THE FOLLOWING CASES:
 - (1) IF SUSPENSION IS UNAVOIDABLE FOR MAINTENANCE OF THE FACILITIES AND NETWORKS USED FOR THIS SERVICE;
 - (2) IF THE DATA TRAFFIC WITH REGARD TO THIS SERVICE EXCEEDS CAPACITIES OF USED FACILITIES AND NETWORK BY ANY REASON THAT VC CANNOT PREDICT;
 - (3) IF ANY FAILURE OCCURS IN THE DATA CENTER USED FOR THIS SERVICE;
 - (4) IF IT BECOMES DIFFICULT FOR VC TO PROVIDE THIS SERVICE DUE TO A NATURAL DISASTER, A WAR, OR ANY OTHER EMERGENCY CASE;
 - (5) IF IT BECOMES DIFFICULT FOR VC TO PROVIDE THIS SERVICE IN ORDER TO PREFERENTIALLY HANDLE COMMUNICATIONS CONTAINING EMERGENCY CONTENTS FOR PUBLIC INTEREST; AND/OR,
 - (6) IF IT IS REQUIRED TO PROTECT THE BENEFITS OF VC, OTHER USERS, AND/OR OTHER THIRD PARTIES OR ANY OTHER EVENT WHICH VC DETERMINES THAT SUSPENSION IS UNAVOIDABLE.
2. THIS SERVICE MAY NOT BE USED COMFORTABLY BY THE FOLLOWING REASONS:
 - (1) FAILURE IN HARDWARE OR SOFTWARE OF THE EQUIPMENT USED BY THE USER (HEREINAFTER REFERRED TO AS THE USED EQUIPMENT);
 - (2) DEFECTIVE SETTING OF THE USED EQUIPMENT, INCLUDING DATE/TIME AND LANGUAGE SETTINGS AND DISSATISFACTORY SPECIFICATIONS;
 - (3) DISCONNECTION FROM, OR BAD QUALITY OF, THE NETWORK USED BY THE USER; AND/OR,
 - (4) EFFECTS OF OTHER SOFTWARE PRODUCTS USED BY THE USER.
3. VC DOES NOT GUARANTEE, IN ANY WAY, THE COMPLETENESS, ACCURACY, CERTAINTY, USEFULNESS, AND THE LIKE WITH REGARD TO THIS SERVICE.
4. IF ANY USER INCURS DAMAGE ATTRIBUTABLE TO THE USE OR UNAVAILABILITY OF THIS SERVICE BY THE USER, VC COMPENSATES THE SAID DAMAGE, ONLY PROVIDED THAT THERE IS A CAUSE ATTRIBUTABLE TO VC. IF THIS IS THE CASE, IN ANY CASE EXCLUDING CASES WHERE VC HAS WILLFUL OR GROSS NEGLIGENCE, THE USER AGREES (A) THAT THE DAMAGE TO BE COVERED BY THE SAID COMPENSATION SHALL BE LIMITED TO THE DAMAGE IN THE DIRECT AND NORMAL SCOPE THAT HAS ACTUALLY OCCURRED BY THE REASON ATTRIBUTABLE TO VC, AND (B) THAT THE ACCUMULATED AMOUNT OF COMPENSATION PAID BY VC TO THE USER SHALL BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY VC FROM THE SAID USER RELATED TO THIS SERVICE FROM ONE MONTH BEFORE THE DAMAGE CLAIM BY THE SAID USER.

Article 9 (Protection of Information)

VC shall appropriately manage and protect the Registered Information pursuant to the Information Security Basic Policy (<https://jp.vcube.com/isms/security>) and Personal Information Protection Policy (<https://jp.vcube.com/privacy>) that have been established by VC.

Article 10 (Settlement of Disputes)

1. With regard to any dispute related to This Service, VC and the Users agree that the Tokyo District Court shall be the exclusive agreement jurisdictional court for the first instance.
2. This Terms of Use of Services shall be construed in accordance with the laws and regulations of Japan.

Article 11 (Procedures for Commencement of Use by a Corporate User)

1. In order to make an application for use of This Service to VC, any Corporate User shall agree to This Terms of Use of Services in advance and submit the application form specified by VC or fill in the input form found on This Service site (hereinafter referred to as the "Application Form").
2. As a result of examination, VC may not approve the application for use of This Service.
3. The Use Agreement with regard to This Service based on This Terms of Use of Services shall become effective when the ID issued by VC reaches the Corporate User.

Article 12 (Use Fee by a Corporate User)

1. The use fee of This Service includes the monthly basic fee. The detailed amount of such fee shall be in accordance with the quotations and other materials separately presented by VC.
2. The method of payment of the use fee of This Service shall be in accordance with the quotations and other materials separately given by VC.
3. The use fee of This Service paid to VC shall not be refunded for any reason.

Revision History

May 30, 2017: Last Revised