

Kintone Developer Program for Spanish users - Terms of Services

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"Kintone Developer Program" (hereinafter referred to as the "Website") is a service for developers offered by Cybozu, Inc. (hereinafter referred to as "Cybozu") concerning its cloud computing services Kintone (herein after referred to as "Kintone" or "Kintone Services"). The services offered on the Website (hereinafter referred to as the "Services") includes API documents, sample programs and information about various Tips for developers (hereinafter referred to as the "Content"), Kintone Developer License, and Kintone Content Delivery Network Service. This Terms of Service (hereinafter referred to as the "Terms of Service") provides for the conditions of use of the Website.

Persons who use the Website (hereinafter referred to as "Users") shall use the Website in accordance with the Terms of Service. If there is any contradiction between the Terms of Service and the individual terms set for each Content, such as "Help," "Guidelines," "Documents," etc., of each Content, the latter shall prevail as long as it is the case where such Content is used. Users shall be deemed to have agreed to all provisions and any descriptions of the Terms of Service once they start using the Website. Cybozu may amend or partially abolish the provisions of these Terms of Service. In such case, these Terms of Service after such amendment or change shall apply. In the event that any amendment or partial abolition of these Terms of Service does not conform to the general interests of Users, Cybozu shall notify Users at least one (1) month prior to the date of such change in a manner designated by Cybozu. Users may terminate and discontinue the use of the Services before such amendment takes effect. If not terminated, the amended terms shall apply to Users.

Article 1 (Connection to Website)

Users shall connect to the Website to receive the Services at their own expense and responsibility. Cybozu shall not be liable for any suspension of the connection to the Cybozu Website due to line conditions or other reasons.

Article 2 (License)

1. MIT License shall apply to the licenses of sample programs, etc., offered on the Website, unless otherwise specified.
2. Sample programs, etc., may contain descriptions about the use of third parties' programs and API, etc., for third parties' services for which Cybozu does not have copyrights. For the condition of use of third parties' programs, API, etc., Users shall comply with the license of each program and other rules set by such third parties, and shall confirm such matters at their own responsibility.

Article 3 (Copyrights)

1. 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 referred to as "Intellectual Property Rights") shall belong to Cybozu and its business partners, not to Users.
2. Users shall not reproduce, reprint, modify, translate, adapt, distribute, publicly transmit, make available for transmission, lease, assign, license or screen, each Content, without the prior written consent of the right holder of each Content (Cybozu, its business partners). Quotation of information given by the provider of each Content through the Services shall conform to fair practices, and shall be limited to a reasonable extent for the purpose of such quotation, such as reporting, review, study, etc. When quoting, clearly state that the part quoted from the content by the Services is "subordinate" and that the user's work is "main", and clearly indicate the source of the quotation. Users shall confirm that if the above conditions are not met, such quotation shall not be recognized as an authorized quotation. If the name or title of the source of quotation is changed without permission, it may constitute a violation of moral rights of the author.
3. If the User infringes on any intellectual Property Rights of the right holder of each Content, or any information sent or transmitted by the User infringes the Intellectual Property Rights, portrait rights, privacy rights, or other rights of a third party, the User shall be directly responsible, and Cybozu shall not be liable for such infringement. If Cybozu suffers any damage in such a case, the infringing user shall be liable to Cybozu for such loss/damage incurred by Cybozu.

Article 4 (Prohibitions)

In using the Services, Users may not perform the following actions or post information/content that may result in such actions: - do anything that is offensive to the public order and morals; - commit criminal act or any other violating act (including, but not limited to, uploading and distributing of computer virus, junk mail, spam mail, chain letters, other harmful files, aiding and abetting of murder, kidnapping of minors, or conduct of Ponzi scheme), or do anything that assists or is likely to assist the foregoing; - take any action that infringes on any intellectual property right of Cybozu, any business partner of Cybozu, any other Users or third parties; - take any action that damages the properties, credit or reputation of Cybozu, any business partner of Cybozu, any other Users or third parties, or any action that infringes on the right related to privacy, portrait right or any other rights of the foregoing party;

- take any action that violates laws and treaties, regardless of whether it may be a willful intention or negligence; - take any action that is economically/psychologically detrimental to Cybozu, its business partners, other Users or any third parties; - take any action that violates public offices election law; - take any action that constitutes mental abuse and harassment to Cybozu, its business partners, other Users or any third parties; - take any action that provides the Services in a misleading and confusing manner as if the Services were a service of Users or any other third parties, except for acts that are permitted separately in writing by Cybozu; - take any action that is deemed to have an adverse effect on minors; - take any action that violates any of the provisions of the Terms of Service. - take any action that prevents or is likely to prevent the operation of the Services and all the services provided by Cybozu; - 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; or - take any action considered inappropriate by Cybozu.

Article 5 (Disclaimer)

The following disclaimer clauses for the operation of the Services would be provided in the Terms of Service:

- Disclaimer of the certainty, accuracy and security of the content of the Services: Cybozu gives no assurance on the content of the Services, its secure supply, the result of access nor security of information etc.
- Your use of the Services is at your sole risk. Any use of the Services shall be made at the responsibility of Users: Users shall, at their own responsibility, check the reliability, correctness, completeness, usefulness (benefit) of the content of the Services, including, but not limited to, checking whether Users have legal rights required for storage, reproduction, and any other usage of data by Users. Also, Users shall, at their own responsibility, comply with their obligations under laws and regulations on copyrights, confidentiality, libel and slander, dignity, and export and any other laws and regulations. Cybozu may not provide any support in relation to the content of the Services, even when there may be any contractual relationship between Users and Cybozu including Kintone Services.
- Responsibility for information recommended by Cybozu on the Services: The Services may provide Users with recommended information, feature articles or e-mail newsletters, but Cybozu may not be obliged to check the content of the websites and data which are linked to any URL information contained in such contents. Accordingly, Cybozu gives no assurance to correctness, recency, lawfulness, morality, license of copyrights, appropriateness of the websites and data that Users visit by reference to recommended information, feature articles or e-mail newsletter.
- Responsibility for temporary suspension of the Services: Cybozu may suspend provision of Services temporarily without prior notice to Users if:
 - maintenance, inspection or repair is conducted by Cybozu;
 - the provision of Services is discontinued for reasons of a fire or power failure;
 - the provision of Services is discontinued for reasons of a natural disaster; or
 - the temporary suspension is required due to operational or technical problems.

Cybozu shall not be liable for any damages caused as a result of suspension of Services.

Article 6 (Indemnification for Cybozu)

All complaints and claims arising out of or in relation to content transmitted by Cybozu, use of the Services by Users, connection to the Services by Users, violation of any of the provisions of the Terms of Service and infringement of any third party's rights by Users shall be settled at the expense and responsibility of Users. Any expense incurred or payment for damages made by Cybozu in relation to such complaints and claims (including attorney's fee paid by Cybozu) shall be borne by Users.

Article 7 (Change and Abolishment of Services)

Users shall confirm that Cybozu may change any content of the Services without prior notice to Users, and Cybozu shall not be liable for anything whatsoever, if any content are deleted or become inaccessible, specific service becomes unavailable, or otherwise any disadvantage or damage is incurred by Users.

Article 8 (Severability)

To the extent permitted by applicable law, Users and Cybozu hereby waive any provision of law that would render any clause of the Terms of Service invalid or otherwise unenforceable in any respect. In the event that a provision of the Terms of Service is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Terms of Service will continue in full force and effect.

Article 9 (Governing Law and Arbitration)

1. These Terms of Service shall be governed by the laws of Japan without reference to conflict of laws principles.
2. Users and Cybozu hereby agree that all disputes arising out of or in connection with these Terms of Use or the Services shall be brought before the Tokyo District Court of Japan in the first instance.

Created on April 10th, 2014
Amended on April 21st, 2022