

July 20th, 2020

Obayashi Corporation Box Folder Terms of Service

OBAYASHI CORPORATION and its domestic group companies (“the Company”) have established the following Terms of Service (“the Terms”, “Terms of Service”) for the use of the Company’s folder(s) on Box (“the Company’s Box folder(s)”) by parties invited to use the Company’s Box folder(s) as outside collaborators.

Article 1: Scope of Terms of Service

1. The Terms shall apply to parties from outside the Company who have been invited to the Company’s Box folder(s) (“outside collaborators”).

Article 2: Changes to Terms of Service

1. The Company reserves the right to change the Terms as the Company deems necessary without obtaining prior consent from outside collaborators.
2. Outside collaborators shall periodically check for any such changes and the details of those changes.
3. With the exception of situations separately defined by the Company, the changed Terms shall be effective from the point in time when the changed Terms are displayed on the Company’s website (“<https://www.obayashi.co.jp/suppliers.html>”).

Article 3: Account Management

1. Outside collaborators shall not lend, share, or otherwise provide authentication information registered for the use of Box, including but not limited to user IDs and passwords, to other parties.
2. Outside collaborators shall take full responsibility for tightly managing account information registered with Box, including but not limited to user IDs and passwords, and take appropriate measures to prevent the improper use, leaking, etc. of said information. If account information has been improperly used, leaked, etc., the outside collaborator shall notify the Company immediately, and the outside collaborator and the company to which they belong shall assume full responsibility for making this notification.
3. As long as the Company’s Box folder(s) are being accessed with the account information registered with Box, including but not limited to user IDs and passwords, the Company shall assume no responsibility if said account information has been used improperly before the stated notification has been made.

Article 4: Security Measures

1. Outside collaborators shall use computer devices and communication devices on which necessary security measures are in place.
2. If it is discovered that data registered by an outside collaborator is infected with a computer virus, the Company can request the outside collaborator to carry out an investigation of that data, and the outside collaborator and the company to which they belong must comply with this request.

Article 5: Ensuring Confidentiality

1. Outside collaborators and the companies to which they belong shall treat information, materials, etc. obtained by joining the Company's Box folder(s) as confidential.
2. The outside collaborator and the company to which they belong shall be liable for compensation for damages to the Company in the event that information, materials, etc. obtained through the sharing of the Company's Box folder(s) have been disclosed, supplied, leaked or otherwise provided to a third party without prior written consent from the Company.
3. The stipulations of this Article shall be effective for three (3) years from the date on which usage as an outside collaborator ended.

Article 6: Prohibited Activities

1. Outside collaborators shall not engage in the following activities within the Company's Box folder(s) to which they have been invited.
 - (1) Activities unrelated to transactions with the Company and activities for purposes other than those for which the outside collaborator has been invited to the Company's Box folder(s)
 - (2) Activities which violate the law or public policy
 - (3) Activities which interfere or may interfere with the operations of the Company's Box folder(s) (including the improper registration of data such as data infected with a computer virus, activities which damage or obstruct network functions, etc.)
 - (4) Activities which collect or store the personal information, etc. of other users
 - (5) Activities which directly or indirectly contribute to the profits of antisocial organizations
 - (6) Activities which are damaging or otherwise detrimental to, or infringe upon or damage the intellectual property rights, image rights, privacy, reputation, or other rights of, the Company or third parties such as companies to which other outside collaborators sharing the Company's Box folder(s) belong
 - (7) Activities which may be offensive to other users of the Company's Box folder(s), including posts containing violent content or content which discriminates on the basis of race, nationality, religious beliefs, gender, social status, class, etc.
 - (8) Activities which leak information, such as providing materials, etc. obtained from the sharing of the Company's Box folder(s) to a third party
 - (9) Activities for the purpose of sales, marketing, advertising, solicitation, and other types of business profit (with the exception of activities authorized by the Company)
 - (10) Allowing a third party to use Box account information, or sharing, lending, providing, or selling Box account information to a third party
 - (11) Political activities, political campaigning, religious activities, or activities resembling these
 - (12) Other activities deemed inappropriate by the Company
2. In the event that an outside collaborator has engaged in any of the activities mentioned in Article 6-1, the Company may take measures deemed necessary without prior notice to the outside collaborator.
3. In the event that the Company suffers damages as a result of an outside collaborator's activities, including the activities described in the preceding section, the Company can request compensation for damages from that outside collaborator and the company to which they belong.

Article 7: Disclaimers, etc.

1. Box is a service provided by Box, Inc., and the Company in no way guarantees the functionality and safety of the service. The Company will not answer any questions aside from those related to the Company's Box folder(s).
2. Outside collaborators shall be responsible for the computers, communication devices, and software required to access the Company's Box folder(s), as well as all associated costs, including but not limited to telephone bills, communication costs, etc. incurred during use.
3. The Company reserves the right to temporarily suspend or terminate access to the Company's Box folder(s) for the Company's own reasons, without prior notification to outside collaborators. The Company shall not be held responsible for any damages to outside collaborators as a result of access to the Company's Box folder(s) being temporarily suspended or terminated.
4. Outside collaborators shall themselves create backups of data stored in the Company's Box folder(s) as necessary. The Company assumes no responsibility whatsoever for the loss, etc. of registered data.
5. Outside collaborators and the companies to which they belong shall assume responsibility, including any associated costs, for resolving any requests for compensation for damages, lawsuits, etc. brought by other collaborators sharing the Company's Box folder(s), or the companies to which those collaborators belong, and the Company shall assume no responsibility whatsoever.
6. The Company shall assume no responsibility whatsoever for any other damages to outside collaborators and the companies to which they belong as a result of sharing the Company's Box folder(s).

Article 8: Exclusion of Organized Crime Groups, Etc.

1. Outside collaborators and the companies to which they belong shall affirm that they are not, nor will be in the future, organized crime groups, members of organized crime groups, companies or organizations associated with organized crime groups, any affiliates of such companies or organizations, or any other antisocial organization ("organized crime group or other antisocial organization").
2. The Company reserves the right to terminate access to the Company's Box folder(s) without any formal notice if it is determined, on the basis of reasonable evidence, that an outside collaborator and the company to which they belong fall under any of the following conditions.
 - (1) The outside collaborator or the company to which they belong are an organized crime group or other antisocial organization, or an organized crime group or other antisocial organization is substantially contributing to the operations of the outside collaborator or the company to which they belong.
 - (2) The outside collaborator or the company to which they belong is using the power of an organized crime group or other antisocial organization or parties related to an organized crime group or other antisocial organization for the purpose of gaining an unfair advantage for their company, themselves, or a third party, or for the purpose of causing damage to a third party.
 - (3) The outside collaborator or the company to which they belong is cooperating with or participating in the maintenance or operation of an organized crime group or other antisocial organization, such as providing funds, etc., or is providing benefits to an organized crime group or other antisocial organization.

- (4) The outside collaborator or the company to which they belong has some kind of relationship with an organized crime group or other antisocial organization.
- (5) The outside collaborator or the company to which they belong has committed a violent or intimidating illegal act against the Company or a third party.
- (6) The outside collaborator or the company to which they belong has violated the Act on Prevention of Unjust Acts by Organized Crime Group Members.

Article 9: Governing Laws and Jurisdiction

1. The Terms are in compliance with the laws of Japan.
2. The first instance of any disputes arising with regards to the use of the Company's Box folder(s) shall be under the exclusive jurisdiction of the Tokyo District Court.

“Box” is a cloud content management and file sharing service provided by Box, Inc.