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Nulab Terms of Service

Purpose



Article 1 (Purpose)

These Terms of Service (hereinafter referred to as “this/these Terms”) set forth terms and conditions applicable to all applications and services (hereinafter referred to as “Service(s)”) provided by Nulab, Inc. (hereinafter referred to as “the Company, we, us”).

Users (to be defined in Article 2, paragraph 4) of the Services shall use the Services pursuant to the Terms. If Users do not unconditionally agree to all of these Terms, Users will have no rights to use the Services (and such Users should immediately cease all such use).

The contents stipulated in agreements separately agreed upon between the Company and Users regarding the Services, as well as those stipulated in documents distributed, delivered, or posted by the Company (“Individual Agreement(s)”), will constitute a part of these Terms with the Users. If the provisions of Individual Agreements differ from those of these Terms, the provisions of the Individual Agreements will take precedence.

Article 2 (Definitions)

1. “Contracting Party” means a legal entity or individual that, after agreeing to the contents of these Terms and conditions, has entered into a service agreement concerning the Services with the Company.

2. “Contract Administrator” means (a) the Contracting Party himself/herself/itself or (b) an individual with the legal authority to perform legal acts on behalf of the Contracting Party, who, as a representative or agent of the Contracting Party, performs the following tasks:
 - (1) official registration for the use of the Services
 - (2) verification and viewing of the details and payment history concerning the service agreement of the Services
 - (3) changes to the usage plan
 - (4) changes to the payment method
 - (5) changes to the Contract Administrator or “space owner”
 - (6) application for the termination of the Service use and other procedures related to the agreement or payment for the use of the service
3. “End User” means an individual chosen as a user of the Services under the management of the Contracting Party, regardless of whether the Services are paid or free. For example, in a corporate agreement, each employee or other person approved by the Contracting Party will be considered an End User.
4. “User” is a collective term that means a Contracting Party, a Contract Administrator, and an End User.
5. “Paid Plan” means a plan for the Services that the Contracting Party registers for separately according to the method specified by the Company and uses by paying the usage fee to the Company.

Article 3 (Types of Services)

1. The Services include a free plan, a Paid Plan, and a trial.
2. A free plan is a service that allows you to use some of the Paid Plan’s features, designated by the Company, for free.
3. A Paid Plan is a service that allows you to use the features provided by the Company by paying the prescribed fees. The Paid Plan is subject to the separately stipulated “Special Provisions for Paid Users,” and the details of the Paid Plan are as described on the Company’s website.
4. The Trial is a service that allows you to use some of the Paid Plan’s features, designated by the Company, for free within a period specified by the Company.
5. Any User of a free plan can transition to a Paid Plan by applying through the method prescribed by the Company.

6. Any User of the Trial can transition to a free plan or Paid Plan by applying through the method prescribed by the Company within a period specified by the Company. If no application is made within the trial period specified by the Company, the Services will, as a general rule, automatically stop upon the expiration of the trial period.
7. The provisions of this Article do not apply to the Enterprise Contract Management Site (subject to the Enterprise Terms of Use) specified separately by the Company.

Article 4 (Account and password)

1. The Contracting Party can set up an organization account ("Organization Account") and use the Services by entering the information separately specified by the Company and applying for the Services.
2. The Contracting Party can set up Nulab Accounts ("Accounts") for End Users who agree to these Terms and the Company's separately stipulated privacy policy ("[Privacy Policy](#)") within the number of Users for an applied plan. End Users can use the service by setting up Accounts in accordance with the rules separately specified by the company.
3. By using "Nulab Pass" provided by the Company, the Contracting Party can manage, including by changing or deleting, other End Users' Accounts through an End User's Account authorized by the Contracting Party ("Managed Accounts"). Additionally, within organizations that have managed Accounts, the Contracting Party can set up Accounts through which the Services cannot be used and which are not counted towards the number of Users in an applied plan ("Inactive Accounts"). The Contracting Party can change Inactive Accounts to Accounts at its discretion.
4. If the Contracting Party sets up an Organization Account, an Account of the Contract Administrator will be thereby automatically set up. The Contract Administrator can use the Services in accordance with the rules separately specified by the Company through such Account.
5. No single User can hold or use multiple Accounts. The Contracting Party, the Contract Administrator, or End Users designated by the Contracting Party can add Users holding Accounts linked to other Contracting Parties' Organization Accounts as Users linked to their own Organization Account.
6. Users cannot share or allow the use of a single Account by multiple users.
7. End Users shall set their own user name and password pursuant to the conditions set forth by the Company (use of strong passwords, such as the inclusion of a combination of letters and numbers that are not easy to guess, etc.).
8. Users are responsible for managing their own accounts and securing the user name and password. The Company shall not be liable for any losses or damages caused or

alleged to have been caused by unauthorized use of any User account by a third party other than the Users.

9. If a User finds that his/her account or password information has been stolen or is being used by a third party, the User shall immediately notify the Company to that effect and follow the Company's instructions. In this case, even if the User suffers damages as a result of following the Company's instructions, the Company shall not be liable for such damages, except in cases of intentional or gross negligence on the Company's part.
10. Managed Accounts shall be managed under the customer's responsibility. Even if an account has been used by a third party other than the User or Customer, the Company shall not be liable for any losses or damages.
11. When using SSO (single sign-on) in conjunction with an ID platform outside of the Company services, Users are responsible for the management of their password for the linked accounts as well and the Company shall not be liable for any losses or damages.

Article 5 (Contracting Parties' Obligations)

1. The Contracting Party represents and warrants the following items and bears the obligation and responsibility to investigate and confirm such representations and warranties.
 - (1) All End Users, except those specified in (2), are 18 years of age or older.
 - (2) If an End User under the age of 18 uses the Services, the prior consent for the use of the Services will be obtained from the End User's parent or other legal guardian in advance.
2. The Contracting Party will be obligated to ensure that the Contract Administrator and End Users comply with these Terms and will be jointly and severally liable for any breach of the obligations set forth in these Terms by the Contract Administrator and/or End Users.

Article 6 (Notice and Communication)

1. Notice and communication between the Company and Users shall be made by the method separately designated by the Company.
2. Any communication from the Company to Users shall be deemed delivered at the time the Company sends a message to Users or at the time such message is posted on the website or application of this Service (hereinafter referred to as "Website."), whichever comes first, regardless of the method of contact.

Article 7 (Prohibited acts)

1. The following acts are prohibited upon use of the Service:

- (1) Violating these Terms or any other rules applicable to the use of the Services;
- (2) Reverse engineering, decompiling, disassembling, hacking, invalidating, interfering, breaking down, modifying, copying, converting, destructing, creating mirror sites, or conducting any similar activities with respect to part or all of the Services;
- (3) Accessing or collecting information in a way that deviates from the scope of normal use, using scraping, crawling (crawler, robot, spider, or other programs) or similar methods;
- (4) Issuing a large number of requests to the Services, thereby placing a load on the system providing the Services;
- (5) Permitting third parties other than Users to use the Services;
- (6) Assigning or loaning the Account (including Accounts of previous service plans specified separately by the Company and the same will apply hereinafter in this paragraph) to third parties;
- (7) Using one account by multiple people;
- (8) Using another person's Account or password without his/her permission.
- (9) Conducting illegal activities such as unauthorized access, cracking or any other equivalent acts; including without limitation attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (10) Violating laws or regulations;
- (11) Being involved in criminal activities;
- (12) Copying, reproducing, duplicating, transferring, extracting, processing, altering, making transmittable or otherwise secondarily using the Service, or loaning, selling, redistributing, publicly transmitting or sublicensing the Service to third parties for their use;
- (13) Engaging in business activities or other profit-oriented actions using the Services;

- (14) Infringing upon copyrights, patent rights, or any other intellectual property rights of the Company or third parties;
- (15) Performing any act that is contrary to public order and morals;
- (16) Performing acts deemed socially inappropriate behavior;
- (17) Performing acts that damage or are likely to damage the credibility, reputation, etc. of the Services and all services provided by the Company;
- (18) Acts of authenticating and using domains that are not managed or owned by the Customer;
- (19) Acts that constitute customer harassment; and
- (20) Carrying out any other acts deemed inappropriate by the Company in its sole discretion.

2. In using the Services, you must not post any content that includes the following:

- (1) Fraudulent, illegal, obscene, defamatory, derogatory, or threatening content or content that constitutes pornography;
- (2) Content that condemns or criticizes any race, ethnicity, national origin, religion, gender, sexual orientation, or disability;
- (3) Content that includes personal information of minors under the age of 18 or personal information of others without permission for disclosure;
- (4) Content that includes information considered sensitive personal information under applicable laws and regulations;
- (5) Content that contains viruses, bots, worms, or similar harmful material;
- (6) Content that includes information the poster does not have the legal or contractual right to disclose (including others' writings or images); or
- (7) Any other content that might cause damage to the Company or third parties.

3. Any Contracting Party may invite third parties as End Users, provided that (a) the Contracting Party shall remain jointly and severally responsible for the conduct of such End Users and for such End Users' compliance with these Terms ; (b) the Contracting Party shall not grant administrator rights to the Service to such third parties, except in the case where the Contracting Party hires such third parties to perform part of the Contracting Party's business operations and the grant of administrator rights to the Service to such third parties is necessary to perform such operations.

4. In the event of the preceding paragraph, the Contracting Party and the Contract Administrator will be obligated to ensure that the third parties invited as End Users comply with these Terms and will bear full responsibility for the actions of such third parties.

5. If a third party is invited as an End User to a Managed Account under the control of the Contracting Party in accordance with paragraph 3, the Company will not be held responsible for any damage incurred by any party in connection with the management of such third party's Account, including changes or deletions through the Managed Account.
6. If the Company determines that a third party invited by the Contracting Party as an End User in accordance with paragraph 3 is violating these Terms, the Company may request the Contracting Party to suspend the use of the Account and the Services by such third party, providing the reason for such request, and the Contracting Party shall comply with such request.
7. If the Company becomes aware that a User is engaging in any of the prohibited acts as defined in paragraphs 1 and 2, the Company may notify the Contracting Party, stop the prohibited act or delete a relevant post. In such cases, the User will not be entitled to object to such actions taken by the Company.

Article 8 (Suspension of use and deletion of account)

1. The Company reserves the right to terminate any or all parts of the Service Agreement with the Users' Contracting Party, or suspend any or all use of the Service by such Users or delete such Users' Account (including Accounts of previous service plans specified separately by the Company and the same will apply hereinafter in this paragraph) if such Users falls under or commits any one of the following:
 - (1) Information put in by the Contracting Party at the time of application for the Services contains a false, incomplete or inaccurate statement;
 - (2) The Contracting Party does not comply with the Company's request to provide information;
 - (3) Users engage in any of the prohibited acts as stipulated in the immediately preceding Article;
 - (4) The Company determines that there is uncertainty about the payment of service charges by the Contracting Party;
 - (5) Payment for the Contracting Party's service charges is declined by the credit card company;
 - (6) The Service is not used by Users for 180 days or longer;
 - (7) The Contracting Party's business license is revoked or suspended by a competent authority;
 - (8) The Contracting Party is suspended from or becomes incapable of making payments, or any of their bills or checks are dishonored;

- (9) The Contracting Party is the subject of a petition for attachment, provisional attachment, provisional disposition, or auction of Users' or Customer's assets or is subject to a disposition of its assets for failure to pay taxes or other public charges;
 - (10) A petition is filed by or against the Contracting Party for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings or special liquidation proceedings;
 - (11) The Contracting Party is dissolved (except in case of a merger), or its business operations are effectively suspended or stopped;
 - (12) There is a material negative change in the assets or credit status of the Contracting Party, which, in the Company's opinion, may interfere with the Contracting Party's performance of their obligations set forth in these Terms or other terms regarding the Service; or
 - (13) Any other grounds which, in the Company's sole discretion, makes it inappropriate to permit the User to continue use of the Service.
2. In the case of any item of the preceding paragraph, the Company may terminate the User's or Customer's access to the Services without any notice or demand, and the User or Customer shall remain liable to pay any and all liabilities Users owe the Company shall become immediately due and payable without any notice from the Company, and Users shall immediately make payment in full for all the outstanding liabilities.
3. In no event shall the Company be liable for any damage incurred by Users as a result of the termination of the Service Agreement, suspension of use of Service, or deletion of the account set forth in paragraph 1 above.

Article 9 (Exclusion of transactions with anti-social forces)

1. Users and the Company each covenant to the other party:
- (1) The covenanting party is, at present, not an organized crime group, organized crime group member, former organized crime group member who ceased to be a member less than 5 years ago, quasi-organized crime group member, company related to an organized crime group, corporate racketeer, group engaging in criminal activities under the pretext of conducting social campaigns, crime group specialized in intellectual crimes, or any other equivalent person or group (hereinafter collectively referred to as "Anti-Social Force(s)").
 - (2) The covenanting party does not fall under any one of the following;

- (i) It has a relationship in which its management is deemed to be controlled by Anti-Social Force;
 - (ii) It has a relationship in which an Anti-Social Force is effectively involved with its management;
 - (iii) It has a relationship in which it makes inappropriate use of an Anti-Social Force with the intention of making an illicit profit for itself, its company or a third party or causing damage to a third party, etc.;
 - (iv) It has or will have in the future a relationship in which it cooperates or is involved with the maintenance or operation of an Anti-Social Force by providing funding, etc., or convenience; or
 - (v) An officer or person effectively involved in management has a socially condemnable relationship with an Anti-Social Force.
- (3) The covenanting party does not engage or does not have a third party engage in any one of the following acts regarding the Service:
- (i) Making demands employing violence
 - (ii) Making unreasonable demands beyond the scope of its entitlement;
 - (iii) Using intimidating words or acts or violence in business transactions;
 - (iv) Interfering with the operations or damaging the credit of the other party by spreading rumors or by the use of fraudulent means or force; or
 - (v) Engaging in any act equivalent to each item above

2. In case of a breach by Users or the Company of a covenant in the preceding paragraph, the aggrieved party may terminate all or part of the Service Agreement without any notice.
3. In case of a breach by Users of a covenant under paragraph 1, the Company may, in addition to the remedies set forth in the preceding paragraph, terminate future use of the Service and delete the Account with respect to such Users.
4. In accordance with paragraph 2 and the preceding paragraph, the Company will not be liable for any damage incurred by any User.
5. If the Company suffers any damage due to a User's violation of this Article, the Contracting Party and the User shall immediately compensate the Company for all of such damage.

Article 10 (Application and License to Use the Services)

1. Some of the Services may require installing or downloading an application. The Company will separately designate the supported mobile operating systems.
2. Users shall be liable for communication charges incurred in using the Service from computers or mobile devices.
3. In no event shall the Company be liable for any damages incurred by Users due to a reduction in transmission speed, communication line failures/accidents, deterioration in the transmission environment, etc., in using the Service from computers or mobile devices. In the event of termination of the Service Agreement, Users shall uninstall the application for the Service from all mobile devices where it was downloaded.
4. All intellectual property rights (including trademarks, service marks, and logos) used for the Services are the property of the Company or lawfully licensed from third parties, as applicable, and shall remain the property of the Company and such third parties. All other content and materials available in the Services, including the software, are protected by copyrights, trademarks, service marks, patents, trade secrets, know-how, or other proprietary rights and related laws. Nothing contained in the Services shall be construed as granting Users, by implication or otherwise, any license or right without the written permission of the Company or such third party holding such intellectual property rights.

Article 11 (Data Management and Information Security)

1. The Company shall endeavor to protect any data that the Company receives from Users on the Services ("User Data"). However, Users shall be responsible for managing and controlling the User Data and content they submit to the Services through their account, and in no event shall the Company be liable for the deletion or damage of User Data arising through or resulting from the User's conduct.
2. Some Service functions allow Users to upload, provide, store, transmit, or receive texts, files, or other User Data and to use other functions, including sharing or opening files with another device.
3. The User will retain User Data uploaded to the Service. The User grants the Company the right to access, use, reproduce, process, adapt, publish, transmit, and display such User Data to the extent permitted by law and the Company's internal rules for the purpose of providing the Service and for the purposes defined in the Privacy Policy and Data Handling Terms.
4. The Services include features that allow Users to submit comments, requests, and other feedback ("Feedback") to the Company, as well as share such Feedback with other Users. If any User submits Feedback, the Company may use such Feedback free of charge to the extent permitted by law and the Company's internal rules.

5. As a condition of using the Services, each User represents and warrants (a) that the User has sufficient rights to the content of all data and files stored by the User on the Company's servers, (b) that such content does not include any illegal or improper items, (c) that such content complies in all respects with these Terms, and (d) that the use of the Services does not infringe or violate any third party's copyright, patent, trademark, trade secret, license or other proprietary rights. The User's use of the Services is subject to all applicable local, state, national, and international laws and regulations. Each User agrees not to use the Service for any illegal purposes, not to use the Service to store, retrieve, transmit, or view any illegal pictures, files, or information, or any material that encourages illegal conduct. Each User further agrees not to use the Services to distribute digital content to others or to disseminate digital content for commercial purposes.
6. The Company will not acquire intellectual property rights to texts, files, or other User Data that were uploaded to, shared, or stored in the Service. The Service only provides Users with functions that permit them to share and open documents from different devices.
7. Users will control who can access their User Data uploaded in the Service. The Company will not share User Data with any third parties except in certain circumstances stipulated in the [Privacy Policy](#).
8. In addition to these Terms, our security policy regarding User Data and other information is set forth in [Supplemental Terms regarding Security](#).

Article 12 (DMCA Protection of copyrights)

1. The Company shall respond to any copyright infringement notice that is clear and consistent with the U.S. Digital Millennium Copyright Act.
2. The Company respects the intellectual property rights of others and prohibits Users from uploading and posting materials that infringe another party's intellectual property rights.
3. If you believe that your material has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following written information:
 - (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - (2) a description of the copyrighted work that you claim has been infringed upon;
 - (3) a description of where the material that you claim is infringing is located on the Services;
 - (4) your address, telephone number, and e-mail address;

- (5) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner authorized to act on the copyright owner's behalf.
4. Our copyright agent for notice of claims of copyright infringement on the Site can be reached as follows:
Copyright Agent: copyrightagent@nulab.com
5. The Company may request additional information before the Company removes any infringing material since it is often difficult to determine if your intellectual property rights have been violated or if the Digital Millennium Copyright Act (DMCA) requirements have been met.
6. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove or disable access to the allegedly infringing material pending resolution of the matter. We will terminate the accounts of Users that we determine are repeat infringers.
7. Please note that under Section 512(f) of the Copyright Act, any person who makes false claims that material or an activity is infringing may be subject to liability for damages.

Article 13 (Users' responsibilities)

1. Users shall resolve any disputes arising from the use of the Service between other Users or between Users and third parties at their own responsibility and expense, and in no event shall the Company be liable for any losses or damages arising therefrom in any way.
2. Any issues arising in connection with information registered or disclosed by Users using the Service shall be the sole responsibility of such Users, and in no event shall the Company be liable for any losses or damages arising therefrom in any way.

Article 14 (Temporary suspension and termination)

1. The Company reserves the right to temporarily terminate or suspend the provision of all or part of the Service without notice to Users if any of the grounds listed below exists:
 - (1) Maintenance or renewal of the system, software, server, etc. used to provide the Services;

- (2) Overload of the system that is providing the Services or unauthorized access, which in the Company's opinion, poses security risks;
 - (3) Difficulty in providing the Service due to fire, blackout, earthquake, other natural disaster, or war, uprising, riot, disturbance, labor dispute, etc.; or
 - (4) Situations other than those listed above where a termination or temporary suspension of the provision of the Service is, in the Company's opinion, warranted for operational or technical reasons.
2. In no event shall the Company be liable for any losses or damages arising from the cessation or temporary suspension of the provision of the Service set forth in the preceding paragraph.

Article 15 (Changes to the Service)

1. The Company may make additions, changes, or deletions to the Service for its own convenience.
2. The Company may terminate the provision of the Service for its own convenience. In the event of a termination of the provision of the Service, the Company will make an announcement on the Services thirty (30) days prior to the termination.

Article 16 (Assignment of Rights and Obligations)

Users shall not assign, sublease, sublicense, sell, offer for sale, encumber, or otherwise transfer or dispose of in whole or in part any of the User's rights or obligations under these Terms to a third party without the Company's prior written consent. The Company shall be entitled to assign these Terms or any of its rights under these Terms at its sole discretion, and the Users agree to such entitlement in advance.

Article 17 (Privacy and Personal Information)

The Company shall process Users' privacy and personal information separately in accordance with the [Privacy Policy](#) stipulated by the Company.

Article 18 (Confidentiality)

1. Neither Users nor the Company shall disclose or divulge to a third party without the other party's prior written consent the other party's technical, business, or any other operational information, which was disclosed, in writing or other media, including

electro-magnetic record, by the other party specifying that such information is confidential either prior to such disclosure or disclosed orally or visually and followed by a separate document specifying that such information is confidential within fourteen (14) days after such disclosure. Furthermore, the parties shall use such confidential information only to perform the Service Agreement and shall not use it for any other purposes. However, when it can be reasonably determined that a recipient of confidential information needs to disclose such information to its or its affiliate's directors and employees, or attorneys, accountants, tax accountants, or other professionals who are legally obliged to maintain confidentiality, such recipient may do so at its own responsibility to the minimum extent possible provided that it imposes equivalent to or higher level of obligations than those set forth in this Article on recipients.

2. The preceding paragraph shall not apply to any of the information listed below:

- (1) Information that was already in possession of the recipient at the time of disclosure
- (2) Information that was already in the public domain at the time of disclosure
- (3) Information that became public domain subsequent to disclosure through no fault of the recipient
- (4) Information that was lawfully obtained from a third party rightfully in possession of such information
- (5) Information that was independently developed or obtained without relying on the information disclosed by the other party

3. The provisions of this Article shall survive any termination of the Service Agreement for three (3) years.

Article 19 (Compensation for Damages)

1. If the User causes damage to the Company due to a violation of these Terms or in connection with the use of the Services, the User shall compensate the Company for any damages incurred (including but not limited to lost profits and attorney fees).
2. If the End User or Contract Administrator is liable for compensation to the Company pursuant to the preceding paragraph, the Contracting Party of the End User or Contract Administrator shall be jointly and severally liable for compensating the Company for such damages with the End User or Contract Administrator.
3. Notwithstanding any other provisions of these Terms, except for the following paragraph, if the Company causes damage to the User due to reasons attributable to the Company, the Company shall only be liable for ordinary damages that are actual

and directly incurred (excluding special damages, lost profits, indirect damages, and attorney fees), and only up to the amount of the service charges paid by the User or his/her Contracting Party to the Company for the use of the Services during the one-year period immediately preceding the month in which the cause of the damage occurs. However, this limitation does not apply if the Company has acted with intent or gross negligence.

4. Notwithstanding the preceding paragraph, if the User is a corporation or an individual using the Services for business purposes, the Company shall not be liable for any damages incurred by the User in connection with the Services, except in cases of intent or gross negligence on the part of the Company.

Article 20 (Use of Users' Trademarks, etc.)

1. The Company may use Users' trade names, trademarks, and logos (hereinafter "Logos") for the purpose of its own marketing activities, etc. Furthermore, the Company may disclose or publicly announce the fact that Users use the Services, as well as contents of information transmitted and measures taken using the Services, etc., using generic expressions, except where Users have specifically objected to such use by submitting an inquiry form through the Contact page, stating "Suspension of use of logos, etc." at the top of such form.
2. Notwithstanding the provisions of the preceding paragraph, the Company may not use the Logos of Users who have been using the service since prior to April 2020 unless the Company individually obtains consent from such Users.

Article 21 (Change to these Terms of Service)

1. In modifying these Terms, the Company shall notify the Contract Administrator of the modifications, the content of the modified Terms, and the effective date in advance or make them known through other means, in accordance with the provisions of Article 548-4 of the Civil Code, by email, posting on the service management screen, or other methods prescribed by the Company. If the User continues to use the Services after the modifications of these Terms, the User shall be deemed to have accepted the modifications, and in such cases, the service charges and other service provision conditions shall be governed by the modified Terms.
2. The modified Terms shall become effective from the effective date notified or made known to the Contract Administrator pursuant to the preceding paragraph.
3. The provisions of the preceding two paragraphs shall not apply if the Contract Administrator gives individual consent regarding the modified Terms.
4. Users shall check the latest Terms of Use from time to time when using the Services.

Article 22 (Governing law)

These Terms are governed by and construed in accordance with the laws of Japan.

Article 23 (Jurisdiction)

Any disputes, actions, or proceedings relating to these Terms shall be conducted in the Tokyo District Court, and both parties hereto consent to the exclusive jurisdiction of the said court in the first instance.

Article 24 (Prevailing language)

These Terms are prepared in Japanese and English. If there are any discrepancies or differences between the two versions, the Japanese version will prevail.

Article 25 (Survival)

1. In the event that any part of these Terms is found to be invalid, such invalidity shall not affect any other provisions of the Terms.
2. The provisions of paragraphs 2 and 3 of Article 8 and Articles 9, 13, 16, 17, 18, 19, 20, 22, 24, 25, and 26 will survive any termination of the Service Agreement.

Article 26 (Indemnity)

Each User agrees to defend, indemnify and hold the Company, its affiliates, their directors, officers, employees, and agents harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with User's use of the Services, the User's violation of the Terms or the posting or transmission of any materials on or through the Services by the User, including, but not limited to, any third party claim that any information or materials that the User provides infringe any third party right.

Article 27 (General)

1. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the Terms remain in full force and effect.
2. No joint venture, partnership, employment, or agency relationship exists between the Company and any User as a result of this Service Agreement or the use of the Services.
3. Any claim or cause of action a User may have with respect to these Terms or the Company must be commenced within one (1) year after the claim or cause of action arose, except as otherwise stipulated separately.
4. The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
5. You may be able to link to third-party websites ("Linked Sites") from the Services. Linked Sites are not, however, reviewed, controlled, or examined by the Company in any way, and the Company is not responsible for the content, availability, advertising, products, information, or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply the Company's endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security, and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall the Company be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. You should direct any concerns to that site's administrator or webmaster. the Company reserves the exclusive right, at its sole discretion, to add, change, decline, or remove, without notice, any feature or link to any of the Linked Sites from the Services and/or introduce different features or links to different users.
6. These Terms inure to the benefit of the Company's successors, assigns, and licensees.

Article 28 (Contact)

To contact us with any questions or concerns in connection with these Terms or the Site or to provide any notice under this Agreement to us, please go to [Contact Us](#).

Special Provisions for Paid Users

These special provisions for Users of paid plans (“these Special Provisions”) apply to Users who use the Service for fees in addition to these Terms. Terminologies not defined in these Special Provisions shall as be defined in these Terms.

Article 1 (Definitions)

1. “Subscription” means the right purchased by a Contracting Party from the Company, allowing the Contractor to use a Paid Plan of the Services for a certain period.
2. “Contracting Party Information” means the following:
 - (1) If the Contracting Party is a legal entity:
Entity/Organization name, representative’s name, email address, phone number, physical address, payment information (invoice delivery information, credit card information, bank account information, etc.), and other information related to the attributes of such legal entity.
 - (2) If the Contractor is an individual person:
Name, email address, phone number, date of birth, physical address, payment information (invoice delivery information, credit card information, bank account information, etc.), and other information related to the attributes of such individual person.

Article 2 (Submission and change of Contracting Party Information)

1. When applying for a Paid Plan, the Contracting Party agrees to these Terms and Special Provisions and submits Contracting Party Information to the Company via the application form exclusively for Paid Plans (“Application Form”).
2. If there is any change in Contracting Party Information, the Contracting Party shall immediately notify the Company of the updated Contracting Party Information in the manner prescribed by the Company.

3. The Company shall not be liable for any damage incurred by the Contracting Party due to failure to submit (including delayed or inaccurate submissions) such notifications, including cases where communication, notifications, or invoices from the Company do not reach or are delayed.

Article 3 (Provision of Paid Plans)

During the contract period of a Paid Plan purchased by the Contracting Party, the Contracting Party and its End Users set by the Contracting Party may use the Paid Plan of the Services in accordance with these Terms and these Special Provisions.

Article 4 (Term of Paid Plans)

1. The term of the Subscription shall be as specified in the Application Form and shall be stated on the Contracting Party's service management page.
2. Notwithstanding the immediately preceding paragraph, if neither the Contracting Party nor the Company expresses any intention to the contrary no later than the expiration date, the Subscription shall be thereby automatically renewed for the same term and under the same conditions, and this process shall repeat itself thereafter.
3. If the Subscription is terminated before its expiration (including transitioning from a Paid Plan to a free plan), regardless of the reason for such termination, the Contracting Party may continue to use the Paid Plan until the expiration date. However, the Company will not refund any service charges for the remaining period of the Subscription.

Article 5 (Service charges and payments)

1. Service charges for a Paid Plan to be paid by the Contracting to the Company shall be the amounts specified in the list of charges separately stated on the Company's website.
2. The Company shall calculate the service charges based on the immediately preceding paragraph and issue an invoice to the Contracting Party at the time and by the method determined by the Company.
3. No service charges paid by the Contracting to the Company in relation to the Services shall not be refunded under any circumstances unless otherwise specified in these Terms or these Special Provisions. However, this does not apply if the Company terminates the provision of the Services due to its own reasons (only in cases attributable to the Company).

4. The payment due date and payment method for service charges shall be specified in the invoice, and the Contracting shall be notified via the table of charges on the Company's website, email, or other means.
 5. The Contracting Party shall bear any transfer fees and other costs associated with paying the service charges to financial institutions.
 6. If there is any issue with the chosen payment method for service charges, the Contracting Party shall immediately notify the Company through the inquiry form on the Services.
 7. If the Company cannot confirm the payment of service charges due to payment made by methods other than those specified in the Application Form or approved by the Company, the Company shall not be liable for any losses incurred by the Contracting and the Contracting shall make another payment of service charges by the method specified by the Company upon the Company's request.
 8. If the Contracting Party fails to meet the payment deadline, there are issues with payment methods, or payment is not made, then the Company may, at any time, terminate part or all of the Service Agreement with the Contracting, suspend the use of the Services by the Contracting or its Users, or delete the Accounts of such Users.
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Nulab's Security System

[Supplemental Terms regarding Security](#)

Additional Terms of Use for AI Summary Function (Beta)

- [Version 1](#) November 9th 2023
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Updates

- [Version 1](#) January 1st 2014
- [Version 2](#) October 20th 2015
- [Version 3](#) December 19th 2017
- [Version 4](#) June 9th 2020

- [Version 5](#) January 12th 2021
- [Version 6](#) February 1st 2023
- [Version 7](#) June 16th 2023
- Version 8 November 19th 2024

Updates (Backlog)

- [Version 1](#) June 1st 2005



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