

# Box Terms and Conditions

## Terms of Service

As of May 1, 2012

Box, Inc. ("Box") is making the Box Service (as defined below) available to you ("You" or "Your") because You are a faculty member, staff member or student of Cornell University ("Educational Institution") or You have otherwise been invited by Educational Institution to access and use the Box Service. Please read these terms of service carefully before using the Box Service. These terms of service govern Your access to and use of the Box Service and constitute a legally binding agreement (this "Agreement") by and among You, Box and Educational Institution.

Irrespective of the physical location from which You access or use the Box Service, You will be considered to be accessing or using information technology at Educational Institution. Therefore, in addition to the obligations set forth in this Agreement, in connection with Your access to and use of the Box Service, You will, at all times, fully comply with all of Educational Institution's policies, practices (whether or not in writing), procedures, rules and acceptable and/or responsible use agreements that apply to Your access and/or use of information technology resources at Educational Institution, as they may be updated and/or newly created by Educational Institution from time to time (collectively, the "Institutional Policies"); and, such Institutional Policies are hereby incorporated into and made a part of this Agreement.

Your use of the Box Service is subject to the privacy policy located at <http://www.box.com/static/html/privacy.html> as it may be updated and/or newly created by Box from time to time ("Privacy Policy") (except to the extent inconsistent with the written agreement that gives Educational Institution the right to provide the Box Service to You); and, such Privacy policy is hereby incorporated into and made a part of this Agreement.

Your access to and use of the Box Service are governed exclusively by this Agreement, which includes the Institutional Policies and the Privacy Policy. Any other terms of service that are posted at Box's website located at <http://www.box.com> (the "Site") or that are otherwise provided by Box will not be deemed applicable to Your access to or use of the Box Service. In the event You have any questions about this Agreement, You should contact the ITS Help Desk.

**IF YOU ARE AT ALL UNCLEAR ABOUT HOW THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES AND THE PRIVACY POLICY) APPLIES TO YOUR ACCESS TO OR USE OF THE BOX SERVICE OR YOU THINK THAT YOUR ACCESS TO OR USE OF THE BOX SERVICE WOULD BE IN VIOLATION OF THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES OR PRIVACY POLICY), YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT ITS ADMINISTRATION MANAGER BEFORE ACCESSING OR USING THE BOX SERVICE.**

**PLEASE BE AWARE, AND YOU HEREBY AGREE, THAT YOUR ACT OF ACCESSING OR USING THE BOX SERVICE, WITHOUT ANY OTHER ACTION ON YOUR PART, INDICATES THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT UNDER ANY CIRCUMSTANCES ACCESS OR USE THE BOX SERVICE.**

Educational Institution may, from time to time, deem it necessary to make changes to this Agreement. In the event Educational Institution makes changes to this Agreement, Educational Institution will endeavor to inform You that changes have been made to this Agreement (except that with respect to any Institutional Policy, Educational Institution's obligation, if any, to endeavor to notify you as to changes to such Institutional Policy will be governed by the terms of such Institutional Policy). You, however, have the obligation to routinely check the WCM-Q Intranet to keep apprised of any changes made to this Agreement or any relevant policy. Unless otherwise specified, changes made to this Agreement will be effective when they are posted to such web page. **IF YOU DO NOT AGREE WITH ANY CHANGES THAT HAVE BEEN MADE TO THIS AGREEMENT IN THE INTERIM, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE YOUR USE OF THE BOX SERVICE.**

## **I. The Box Service**

As used in this Agreement, "Box Service" means Box's hosted proprietary storage service providing online file storage and internet file sharing among users, together with all software provided or made available by Box and/or the Educational Institution to You to enable You to access and use such service in connection with Your being a faculty member, staff member or student of Educational Institution or otherwise being invited by the Educational Institution to access and use such service. Except for the rights granted in this Agreement, You, have no right, title, or interest in or to the Box Service. You agree that Box or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Box Service.

## **II. Code of Conduct**

You are responsible for all data and content that You upload to the Box Service or otherwise create using the Box Service (collectively, "Data"). In addition to any other terms and conditions of this Agreement, YOU AGREE TO ABIDE BY THE FOLLOWING RULES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE BOX SERVICE:

- You will not share passwords or other access information or devices or otherwise authorize any third party to access or use the Box Service on Your behalf.
- You will not engage in unlawful or illegal activity, including, without limitation, by engaging in unauthorized access or unauthorized use of the Box Service or any accounts, computers or networks related to the Box Service.
- You will not view any information that You are not authorized to view nor will You attempt to view or obtain any data through any means from the Box Service that You are not authorized to access or view.
- You will not use the Box Service to breach or violate any confidentiality obligations or privacy requirements, including, without limitation, by collecting or harvesting confidential information.
- You will not use the Box Service to misappropriate or violate the rights of any third party, including, without limitation, using the Box Service to store, send, or make available materials protected by intellectual property rights of third parties without the permission of the owner of the intellectual property rights, unless otherwise permitted by applicable law.
- You represent, warrant and covenant that You have all necessary rights in and to all Data You upload to the Box Service or otherwise create using the Box Service, and that the storage of such Data on the Box Service is proper and legal.
- You will not damage, disrupt, interfere with, diminish, or render inaccessible or unusable the Box Service, the Site or others' equipment or software or others' data, communications or use of the Box Service, or attempt to do so, or encourage or assist others to do so.
- You will not initiate a denial of service attack from or against the Box Service or release a virus, trojan horse, worms or other malware or spyware from or against the Box Service.
- You will not use the Box Service to engage in fraudulent activity. You will not use the Box Service to perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data.
- You will not use the Box Service to abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- You will not use the Box Service to libel or defame others.
- You will not use the Box Service to store, host, view or distribute child pornography.
- You will not resell or charge others for the Box Service, either directly or indirectly.
- You will not attempt to reverse engineer any software provided in connection with the Box Service.
- You will not take any action that encourages or assists others in engaging in any acts prohibited under this Agreement (including, without limitation, providing others with the ability to access data they should not be able to access).
- You will not use the Box Service to misrepresent Your identity or impersonate any person.
- You will not use the Box Service to participate in pyramid schemes or chain letters.
- You will not use the Box Service for commercial purposes that are unrelated to the Educational Institution.
- You will abide by reasonable administrative directives issued by Box from time to time concerning the access or use of the Box Service.

### **III. Third Party Sites and Third Party Software Applications**

When You use the Box Service, certain features or functionality of the Box Service may enable You to transmit data to sites on the Internet that are owned and/or operated by parties other than Box ("Third Party Sites"). Before You use the Box Service to transmit Data on a Third Party Site, You must first confirm that storing such Data on the Third Party Site would not violate any Institutional Policies that are applicable to You and/or the Data. If You choose to store Data on any Third Party Sites, in addition to any Institutional Policies that may be applicable to Your use of Third Party Sites, Your use of and the Data stored with such Third Party Sites will be subject to and governed by the rules of use set forth by the operator(s) of the Third Party Site(s). Box and Educational Institution do not have any control over the rules of use set forth by the operator(s) of Third Party Sites. Box and Educational Institution are not responsible for any Third Party Sites You access with the Box Service, and You irrevocably waive any claim against Box, the University Corporation for Advanced Internet Development d/b/a Internet2 ("Internet2") or the Educational Institution with respect to such Third Party Sites. It will be Your responsibility to comply with the rules of use set forth by the operator(s) of Third Party Sites.

You may be able to access and/or download from the Site and/or Third Party Sites software applications that third parties have created or may in the future create that allow users to access and use certain functionality and features of the Box Service ("Third Party Apps"). Before You access, download and/or use any Third Party Apps, You must first confirm that doing so would not violate any Institutional Policies that are applicable to You and/or the Data. If You access, download and/or use any Third Party Apps, in addition to any Institutional Policies that may be applicable to Your accessing, downloading and/or use of Third Party Apps, Your accessing, downloading and/or use of Third Party Apps will be subject to and governed by the terms and conditions set forth in one or more separate end user license agreements entered into between You and the creators, publishers, providers and/or vendors of Third Party Apps. Box and Educational Institution do not have any control over the terms and conditions set forth in any such separate end user license agreements. Box and Educational Institution are not responsible for any Third Party Apps You access with the Box Service, and You irrevocably waive any claim against Box, Internet2 or the Educational Institution with respect to such Third Party Apps. It will be Your responsibility to comply with the terms and conditions set forth in any such separate end user license agreements.

IF YOU ARE UNCLEAR ABOUT HOW INSTITUTIONAL POLICIES APPLY TO YOUR USE OF THE BOX SERVICE OR HOW THIS AGREEMENT, INSTITUTIONAL POLICIES OR THE PRIVACY POLICY APPLY TO YOUR ACCESSING, DOWNLOADING AND/OR USE OF THIRD PARTY SOFTWARE OR THIRD PARTY APPS IN CONNECTION WITH THE BOX SERVICE, YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT THE ITS ADMINISTRATION MANAGER. YOU SHOULD BE AWARE THAT IN SOME INSTANCES INSTITUTIONAL POLICIES MAY, AMONG OTHER THINGS, PROHIBIT OR RESTRICT (1) YOUR USE OF THE BOX SERVICE, OR (2) YOUR RIGHT TO UPLOAD, ACCESS, DOWNLOAD OR USE CERTAIN DATA OR THIRD PARTY SOFTWARE OR THIRD PARTY APPS.

### **IV. Suspension and Termination of Your Use of the Service**

If You breach or violate the terms and conditions of this Agreement, Your access to and use of the Box Service may be suspended or terminated without prior notice to You. In addition, Your access to and use of the Box Service may be suspended or terminated without prior notice to You in the event Educational Institution deems it necessary and acceptable to do so. You acknowledge that if Your access to and/or use of the Box Service is suspended or terminated, it is possible that You may no longer have access to the Data that You uploaded to the Box Service or otherwise created using the Box Service.

### **V. Sanctions, Disciplinary Actions and Legal Actions**

Without limitation of Educational Institution's or Box's other rights or remedies, You acknowledge and agree that a breach by You of this Agreement may result in sanctions imposed by Educational Institution relating to Your use of information or information technology resources, disciplinary action taken by Educational Institution against You in accordance with Institutional Policies and/or in legal action taken by Educational Institution or Box against You.

## **VI. Right to Access Data**

Educational Institution will have the right to access Your Data in accordance with the Institutional Policies. Box may also access Your Data in accordance with the terms and conditions of the agreement between Internet2 and Educational Institution pursuant to which Box is providing the Box Service to You. Subject to the terms and conditions of the written agreement that gives Educational Institution the right to provide the Box Service to You, by using the Box Service, You hereby grant Box and its contractors an irrevocable, royalty-free, worldwide license to use, copy, and publicly display Your Data for the sole purpose of providing the Box Service to You.

## **VII. Notices and Procedure for Making Claims of Copyright Infringement**

Box and Educational Institution respect copyright law and require You to do the same. Box and Educational Institution expressly prohibit the use of the Box Service for the illegal transmission of copyrighted material, and will, if notified by content owners, disable copyrighted material from being transmitted via the Box Service.

## **VIII. Disclaimer and Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE "BOX SERVICE" IS BEING PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. BOX AND EDUCATIONAL INSTITUTION MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE BOX SERVICE FOR USE FOR YOUR PURPOSES, EXCEPT AS OTHERWISE PROVIDED HEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER EDUCATIONAL INSTITUTION, BOX, NOR INTERNET2, NOR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS, WILL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE BOX SERVICE FOR ANY REASON, OR WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE BOX SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF BOX, EDUCATIONAL INSTITUTION AND INTERNET2 AND THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES AND AGENTS, TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE TO DIRECT DAMAGES UP TO THE AMOUNT OF FIVE DOLLARS (USD \$5.00) OR THE MINIMUM AMOUNT ALLOWED BY LAW, WHICHEVER IS GREATER.

## **IX. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the state where the main campus of the Educational Institution is located, excluding the conflicts of law principles of such state.

## **X. General**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect. The failure of Box or Educational Institution to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. You are prohibited from assigning this Agreement or transferring Your rights under this Agreement to a third party; any assignment or transfer by You will be deemed void from inception.