

2022年4月1日制定

「MEMTOM」サービス利用規約 Ver.0.1

第 1 条（本規約の目的）

1. 富士ソフト株式会社（以下、「当社」といいます。）は、MEMTOM サービス利用規約（以下、「本規約」といいます。）を定め、これにより MEMTOM サービス（以下、「本サービス」といいます。）を提供します。
2. 本規約は本規約および別紙により構成されています。
3. 本サービスにかかる契約者（以下、「契約者」といいます。）は、本規約を遵守するものとします。
4. 契約者は、本サービスの利用について定める本利用規約の内容に同意し、当社が指定した MEMTOM サービス利用申込書（以下、総称して「本契約」といいます）により、当社へ本サービスを注文した時点で本契約の内容を承諾したものとみなします。

第 2 条（本規約の適用範囲）

1. 本規約は当社と契約者との間の本サービスに関するすべての関係に適用します。
2. 当社が本サービス提供する上で必要に応じて契約者に通知する本サービスの利用に関する諸規定は、本規約の一部を構成するものとします。

第 3 条（本規約の発効・変更）

1. 当社は、当社の Web サイトやその他当社が別に定める適切な方法により、本規約を公表します。
2. 当社は、本規約の目的に反せずかつ必要性があり、内容が合理的である場合について、契約者に変更後の本規約および変更発効日を通知することで、随時本規約を変更することができます。かかる方法以外には、本規約は、別途書面にて合意する場合を除き、変更されることはないものとします。

第 4 条（利用申込）

1. 本サービスにかかる契約は、契約者が当社に本サービス利用の申し込みをし、当社が当該申し込みの承諾通知を発信したときに成立するものとします。なお、当該承諾後、当社は契約者に対し、管理者のユーザーID およびパスワードの発行を行います。
2. 当社は、申込者確認のための資料の提出を求めることがあります。
3. 当社は前項の規定にかかわらず、次の場合には、本サービスにかかる契約の申込みを承諾しないことがあります。
 - ① 本サービスにかかる当社の業務の遂行上支障があるとき。

- ② 本サービスの契約にもとづく料金(以下、「利用料」といいます。)**・**遅延損害金などを、支払期限が経過しても支払わないとき。
 - ③ 本サービスにかかる契約の申込みをした者が、申込みにあたり虚偽の内容を申し出たとき、またその恐れがあるとき。
4. 当社は、本サービスにかかる契約が成立した後であっても、前項各号に該当することが明らかになった場合には第 1 項の承諾を取り消す場合があり、当社は取消により契約者が被った損害についての責任を負わないものとします。
 5. 前項の場合であっても、契約者はそれまでの本サービスの契約にもとづき当社が請求した利用料を支払う義務を負うものとします。

第 5 条(変更の届出)

1. 契約者は、その商号、または所在地について変更があったときは、そのことを速やかに当社に届け出るものとします。
2. 前項の届出があったときは、当社に対しその届出のあった事実を証明する書類、あるいは当社の指定する資料の提示を求めることがあります。
3. 第 1 項に規定する変更の届出を怠ったことにより契約者が不利益を被った場合であっても、当社はその責任を負わないものとします。
4. 当月 25 日までに当社が変更申込書を受領した場合は翌月 1 日に、当月 26 日以降に当社が変更申込書を受領した場合は、翌々月 1 日に有効となります。

第 6 条(本サービスの利用期間)

1. 本サービス利用期間は、本契約に記載する利用期間または、当社が本サービスの提供を終了する日のいずれか早い日までとします。但し、本サービスの最低利用期間は 6 か月とします。
2. 本契約に定める期間満了の 30 日前までに、契約者から当社に対し、書面による本契約の解除の意思表示がない場合、本契約に定める期間と同じ期間、自動更新するものとし、その後も同様とします。

第 7 条(契約の中途解約)

1. 契約者は当社所定の書式を解約希望日の 30 日前までに当社に提出し、当社が承諾の通知を発信することにより、本契約を中途解約することができます。なお、当該中途解約の効力発生日は、解約希望日の属する月末とします。
2. 前項の規定に関わらず、契約者が最低利用期間満了前に本契約の中途解約をする場合、残期間分の利用料の支払いをすることを条件とします。
3. 契約者は前項に基づき当社に中途解約を申し込み後、当社が指定する期間までに残期間分の利用料を支払うものとします。

第 8 条（利用者の限定）

1. 本サービスの利用者は、当社より本サービス利用のユーザーID およびパスワードの発行を受けた契約社に勤務される社員、ならびにこれに準じる方に限定します。ただし、商談ルームにゲストとして参加される第三者（以下「本件第三者」といいます）についてはその限りではありません。
2. 同時に利用可能な商談ルーム数およびディスク容量の上限は、「MEMTOM」サービス利用申込書に記載する通りとします。
3. 契約者は自己の責任において、利用者に対し、本サービスのユーザーIDおよびパスワードを適切に管理させるものとします。

第 9 条（契約の解除）

1. 契約者が次のいずれかに該当するときは、当社は本サービスにかかる契約の一部又は全部を解除することがあります。
 - ① 第 11 条（サービスの利用停止）の規定により本サービスの利用を一部又は全部を停止された契約者が、なおその事実を解消しないとき。
 - ② 当社に申し出た内容に虚偽の内容があったとき。
 - ③ 法令等（外国法等を含みます。以下、同じとします。）に基づく強制的な処分により本サービスを提供することが困難となったとき。
 - ④ その他、本契約に違反したとき。
2. 当社は、前項の規定により、本契約を一部又は全部を解除しようとするときは、あらかじめ契約者にそのことを通知します。ただし、緊急やむを得ない場合は、この限りではありません。

第 10 条（サービスの変更）

1. 当社は、当社の判断により、本サービスの内容や機能の追加、変更を行うことがあります。なお、サービス内容の追加・変更について契約者に著しい不利益を及ぼさないと当社が判断した場合、契約者に通知することで、予告期間をおかずに変更できるものとします。
2. 本条の規定による本サービス変更により、契約者が何らかの損害を被った場合においても、当社は責任を負いません。

第 11 条（サービスの利用停止）

1. 当社は、契約者が次のいずれかに該当するときは、本サービスの利用を一部又は全部を停止することがあります。
 - ① 利用料その他の債務について支払期日を経過してもなお支払わないとき。

- ② 第 5 条(変更の届出)、第 22 条(契約者の義務)、第 29 条(反社会的勢力の排除)の規定に違反したとき。
 - ② 当社の業務の遂行又は当社 の設備に著しい支障を及ぼし、又は及ぼすおそれがある行為をしたとき。
2. 当社は、前項の規定により 本サービスの一部又は全部の利用を停止するときは、あらかじめその理由、利用停止をする日及び期間を契約者に通知します。ただし、緊急やむを得ない場合は、この限りではありません。

第 12 条 (サービスの提供中止)

1. 当社は、次の場合には、本サービスの利用を一部又は全部を中止することがあります。
- ① 本サービスのメンテナンスを行うとき。
 - ② 本サービスを提供する上で必要な関連設備の修繕・保守等が必要である場合、あるいは障害が発生したとき。
 - ③ 当社が利用する通信回線・電力などの提供が中断したとき。
 - ④ 天災その他の非常事態が発生し、あるいはその恐れがあるために、法令・指導などにより、通信の制限等を受けたとき、又は当社がその必要を認めたととき。
 - ⑤ 法令等(外国法等を含む。以下同じ)にもとづく強制的な処分により本サービスを提供することが困難となったとき。
 - ⑤ その他の事情により、本サービスの継続が困難である場合
2. 当社は、前項の規定により本サービスの利用を中止するときは、あらかじめ契約者にそのことを通知します。ただし、緊急やむを得ない場合は、この限りではありません。

第 13 条 (本サービスの廃止)

1. 当社は、本サービスの提供を廃止することがあります。この場合、当社は、120 日の予告期間をおいて契約者にその旨を通知するものとします。
2. 本サービスの廃止があったときは、本サービスの廃止日をもって本サービスにかかる契約は終了するものとします。
3. 本サービスの廃止時点において、契約者が支払い済みの利用料に対する本サービス有効期間の残期間がある場合、当社は所定の計算方法により算定される残期間に相当する金額を返金するものとします。
4. 本条の規定による本サービスの廃止により、契約者が何らかの損害を被った場合においても、当社は責任を負わないものとします。

第 14 条 (利用料および支払方法)

1. 利用料は本契約に定めるとおりとします。

2. 契約者は利用料を、当社との取り決めに基づき、請求書に記載する支払い期限までに、指定された金融機関に支払うこととします。
3. 関連法令の改正等により消費税等の税率に変更が生じた場合には、消費税等相当額は変更後の税率により計算し請求を行うものとします。

第 15 条(遅延利息)

1. 契約者が利用料その他本契約に基づく債務を、支払期日を過ぎてもなお履行しない場合、契約者は支払期日の翌日から支払日の前日までの日数に、年利14.6%の割合で計算した金額を遅延利息として、利用料その他本契約に基づく債務と一括して、当社もしくは、当社が取次店を介して指定する期日までに指定する方法にて支払うものとします。
2. 前項の支払に必要な振込手数料その他の費用は、契約者の負担とします。

第 16 条 (データの利用)

1. 当社は、当社の設備の故障若しくは停止等の復旧等の設備保全又は本サービスの提供の維持運営のため、契約者データを確認、複写又は複製することがあります。
2. 当社は、前項の用途以外で契約者データを利用しないものとします。
3. 契約者は、契約者が本サービスにかかる当社の設備に登録又は保存したデータ等を、自らの責任でバックアップとして保存するものとします。
4. 契約者は、本サービスにかかる契約が終了等するときには、前項に規定するデータ等を、自己の責任と費用負担において、必要に応じ退避するものとします。
5. 本サービスを利用して契約者が提供又は伝送するデータ等(コンテンツを含みます。)については、契約者の責任で提供されるものであり、当社はその内容等について保証を行わず、また、それに起因する損害についても責任を負わないものとします。

第 17 条 (データの消去)

1. 当社は、本サービスにかかる契約の解除等があったときは、契約者データを削除します。
2. 前項の場合において、当社は、契約者又は第三者に発生した直接若しくは間接の損害について、その原因の如何を問わず、責任を負わないものとします。

第 18 条(利用ログの取扱い)

1. 当社は、本サービスの利用にかかる利用ログについて、サービスの維持のために必要かつ相当な目的の範囲内で利用する場合があります、契約者はこれに同意するものとします。
2. 当社は、本サービスの提供によって契約者(利用者、本件第三者を含み、本条において同じ)から当社に提供された情報は、第三者には開示・漏洩いたしません。が、本サービスを利用して保存された利用者の利用ログ(Web サイトもしくはアプリケーションのアクセスログデータをさします。ただし映像や通話データは除きます。)の出所を特定されない方法

で、これに加工、改変、集計、分析その他の処理を施した、二次的データを作成して利用することができるものとします。ただし、契約者が事前に了承した場合はこの限りではありません。

第 19 条(機密保持)

1. 当社は、本サービスの提供によって契約者(利用者、本件第三者を含み、本項および次項において同じ)から当社に提供された情報は、第三者には開示・漏洩いたしません。ただし、契約者が事前に了承した場合はこの限りではありません。
2. 前項の定めにかかわらず、当社は、法令の定めによりお客様情報の開示を要求された場合、当社は速やかに契約者に通知することで、契約者の事前承諾を得ることなく、必要かつ最小限の範囲において当該情報を開示することができるものとします。
3. 契約者は、本サービスの利用にあたって知り得た当社の機密情報を、第三者に開示・漏洩してはならないものとし、契約者は利用者および本件第三者にこれを遵守させます。

第 20 条(個人情報の取扱い)

1. 当社は、本サービスの提供にあたり、当社が取得する契約者にかかる個人情報の取扱いについては、当社の「個人情報保護方針」に従い適切に取り扱うものとします。

(URL) <https://www.fsi.co.jp/csr/privacy/privacy01.html>

第 21 条(免責)

1. 当社は、本サービス(本サービスによって結果的に契約者が得る情報を含みます)の正確性、完全性、有用性、最新性、商品性、特定目的への適合性については、これらを明示的にも黙示的にも保証いたしません。本契約に基づき契約者に損害が発生した場合でも、当社はこれを免責されるものとし、契約者は当社にその損害についての何らの請求もしないものとします。また、契約者は、本サービスの利用により第三者に対し損害を与えた場合、自己の責任でこれを解決し、当社に当該の損害を負担させないものとします。
2. 当社は、当社の設備に保存された契約者のデータ(以下、「契約者データ」といいます。)が、滅失、毀損若しくは漏洩した場合又は滅失、毀損、漏洩その他の事由により本来の利用目的以外に使用された場合、その結果契約者又は第三者に発生した直接若しくは間接の損害について、その原因の如何を問わず、責任を負わないものとします。
3. 当社は、本サービスの利用により生じる結果について、契約者に対し、本サービスの提供に必要な設備の不具合、故障、第三者による不正侵入、商取引上の紛争、法令等に基づく強制的な処分又はその他の原因を問わず、責任を負担しないものとします。
4. 本契約に定める免責に関する事項は、本契約の準拠法で強行規定として定められる、法的に免責又は制限できない範囲を免責することまでを目的とはしていません。そのため、

準拠法の強行規定の定めを超える免責事項が本契約に含まれる場合には、準拠法にて許容される最大限の範囲にて当社は免責されます。

第 22 条（契約者の義務）

1. 契約者は、以下の各号に定めを反する行為をしてはならないものとし、利用者および本件第三者にこれを遵守させるものとし、
 - ① 第三者になりすまして本サービスを利用する行為をしないこと。
 - ② 本サービス利用に必要なID及びパスワード(以下、「ID等」といいます。)を管理する責任を負うこと。
 - ③ 意図的に有害なコンピュータプログラム等を送信しないこと。
 - ④ 当社の設備に無権限でアクセスし、その利用または運営に支障を与える行為をしないこと。
 - ⑤ 本人の同意を得ることなく、または詐欺的な手段により第三者の個人情報を収集する行為をしないこと。
 - ⑥ 当社または第三者の著作権その他の権利を侵害する行為をしないこと。
 - ⑦ 本サービスの利用によりアクセス可能な当社または第三者のデータを改ざん、消去する行為をしないこと。
 - ⑧ 当社の許可なく本サービスを第三者に販売しないこと。
 - ⑨ その他、法令、本契約もしくは公序良俗に反する行為、サービスの運営を妨害する行為、当社の信用を毀損する行為、または当社もしくは第三者に不利益を与える行為をしないこと。
2. 当社は、契約者の本条に規定する義務違反により契約者又はその他の者に発生する損害について責任を負わないものとし、
3. 当社は以下の場合、本契約に関する契約者の情報や機器の貸出や提供、及び当社が行う調査に必要な範囲で契約者の設備等への立入調査等の協力を契約者に対し求めることができるものと、契約者はこれに応じるものとし、
 - ① 本契約の遵守状況を確認するために必要な場合
 - ② 技術上必要な場合
 - ③ その他、当社が必要と判断する理由がある場合

第 23 条（契約者に対する通知）

1. 契約者に対する通知は、当社の判断により、次のいずれかの方法で行うことができるものとし、
 - ① 当社の Web サイト上に掲載して行います。この場合は、掲載された時をもって、契約者に対する通知が完了したものとみなします。

- ② 契約者が利用申込の際又はその後に当社に届け出た契約者の電子メールアドレス宛に電子メールを送信して行います。この場合は、契約者の電子メールアドレスを管理する設備に到達した時をもって、契約者に対する通知が完了したものとみなします。
 - ③ 契約者が利用申込の際又はその後に当社に届け出た契約者の住所宛に郵送して行います。この場合は、郵便物が契約者の住所に到達した時をもって契約者に対する通知が完了したものとみなします。
 - ④ その他、当社が適切と判断する方法で行います。この場合は、当該通知の中で当社が指定した時をもって、契約者に対する当該通知が完了したものとみなします。
2. 本契約において書面による通知手続が求められている場合であっても、契約者は、当社が前項各号の手続をもって書面による通知に代えることができることに予め同意するものとします。

第 24 条（知的財産権）

1. 本サービスに関する著作権（著作権法第27条及び第28条に定める権利を含む）、商標権、特許権等の一切の知的財産権は、契約者が保有するものを除き、当社又は当該権利の提供元に帰属します。
2. 契約者は、本サービス提供のためのソフトウェア等の複製、改変、リバースエンジニアリング、逆コンパイル、逆アセンブルその他本プラットフォームに掛かる当社又は権利の提供元の知的財産権を侵害する行為を一切行ってはならず、利用者および本件第三者にも当該行為をさせないものとします。但し、本条第 5 項に規定されるオープンソースソフトウェア（以下「本ライブラリ」といい、詳細は別紙に定めます）の利用許諾条件と齟齬がある場合、当該利用許諾条件が優先されるものとします。
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CaptureManager

Version:1.20.0

project URL:<https://www.nuget.org/packages/CaptureManager/1.19.1>

licenseUrl:<http://www.codeproject.com/info/cpol10.aspx>

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ControlzEx
Version:5.0.1

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MahApps.Metro

Version:2.4.9

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Silverlight Toolkit 5

- `TransitioningContentControl`
- [Source](https://github.com/microsoftarchive/SilverlightToolkit)

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MahApps.Metro.IconPacks.Entypo

Version:4.11.0

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Entypo+

System.Text.Json

Version:6.0.0

Microsoft.Extensions.Configuration.EnvironmentVariables

Microsoft.Extensions.Configuration.UserSecrets

Microsoft.Extensions.Hosting

Microsoft.Extensions.Logging.Abstractions

Version:6.0.1

project URL:<https://github.com/dotnet/runtime>

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/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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By Sean Eron Anderson
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/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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By Sean Eron Anderson
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Bit Twiddling Hacks

By Sean Eron Anderson
seander@cs.stanford.edu

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Microsoft.Win32.Registry
Microsoft.Win32.SystemEvents
System.Drawing.Common
System.Reflection.Emit
System.Security.AccessControl
System.Security.Principal.Windows
Version:4.7.0

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/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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By Sean Eron Anderson
seander@cs.stanford.edu

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Microsoft.Xaml.Behaviors.Wpf

Version:1.1.31

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Newtonsoft.Json

Version:13.0.1

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OSVersionHelper
Version:1.1.24

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Serilog

Version:2.10.0

Serilog.Sinks.File

Version:5.0.0

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Serilog.Extensions.Hosting

Version:4.2.0

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#####

Serilog.Extensions.Logging

Version:3.0.1

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#####

Serilog.Settings.Configuration

Version:3.3.0

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#####

Serilog.Sinks.Debug

Version:2.0.0

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#####

stateless

Version:5.11.0

project URL:<https://github.com/dotnet-state-machine/stateless>

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System. Buffers
Version:4.5.1

System. Memory
Version:4.5.4

System. Runtime. CompilerServices. Unsafe
Version:4.5.3

System. ValueTuple
Version:4.5.0

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/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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Bit Twiddling Hacks

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