

 English (US) ▾

# Box Terms of Service

Effective date as of March 1, 2025

# Welcome to Box!

Box is a cloud-based content management platform. Our products make it easier for people to share ideas, collaborate and help get work done. Since our products are cloud based, you can access them through the web and through any number of device types (e.g., desktop, laptop, tablets, and smartphone devices) that you choose.

This document, the Box Terms of Service ("**Terms**"), outlines the terms regarding your use of our products. These Terms are a legally binding contract between you and Box so please read carefully. If you do not agree with these Terms, do not register or use any of the Services.

By using, accessing or browsing the Box Service, platform and products including applications, mobile, software, websites or other properties owned or operated by Box or by registering for a Box account ( "**Services**") you are agreeing to be bound by these Terms for the Services provided by Box ("**Box**" or "**we**"). If you reside in the United States, you are entering into this contract with Box, Inc. If you reside outside of the United States excluding Japan, you are entering into this contract with Box.com (UK) Ltd., a company registered in England and Wales (company number 0809736), VAT number GB177912768. If you reside in Japan, you are entering into this contract with K.K. Box Japan, a company registered in Japan (company number 0104-01-107327).

If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising to Box that you have the authority to bind that organization to these Terms (in which event, "**you**" and "**your**" will refer to that organization) unless that organization has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services.

In order to use the Service, you must be legally permitted to accept these Terms.

# 1. PRIVACY

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our [Privacy Policy](#). You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how Box collects, stores, and uses certain information.

# 2. CHANGES TO THESE TERMS

We reserve the right to modify these Terms. We will post the most current version of these Terms at [www.box.com](http://www.box.com) (the "Site"). If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing [cancel@box.com](mailto:cancel@box.com). Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms. You may also receive supplemental terms which apply specifically to you and amend these Terms as well as any subsequently published version of these Terms. In the event of a conflict between those supplemental terms and these Terms, the supplemental terms will take precedence and govern to the extent of the conflict. The supplemental terms will be effective as of the date indicated in the communication from Box.

# 3. YOUR ACCOUNT

Certain aspects of the Services may require you to obtain an account by completing a registration form and designating a user ID and password. When registering with Box you must: (a) provide true, current and complete information about yourself on the registration form and (b) maintain such

information so it continues to be true, current and complete.

You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Services (please also see our Acceptable Use Policy in Section 10). If your account includes an administrative console, that console may include options to configure your use of some of the features in the Box Services.

If you choose to use Box Sign, the electronic signing feature Box may make available to you as part of the Box Services ("**Box Sign**"), it is your responsibility to determine whether the features of Box Sign are appropriate for your particular use cases and the laws and regulations that apply to you and the signers of your documents. Box does not commit to maintaining copies of signed agreements or signature logs separately from the files created during the Box Sign process. You have the sole responsibility to ensure these files are maintained appropriately.

If you use Box Sign, it will present this [default disclosure](#) to each recipient of your Box Sign requests on your behalf unless you have an administrative console and have changed the disclosure settings in that console. By using Box Sign to send files for signature without changing the default disclosure settings, you are adopting this disclosure each time as terms that will govern your Box Sign transaction. Similarly if you customize the disclosure in your administrative console, the customized terms you create will be presented to each recipient of your Box Sign requests and will govern each of your Box Sign transactions.

Only you may use your Box account and you are responsible for all aspects of your account. Each user must have a separate account. You may not share, loan or transfer your ID or password. If you become aware of any unauthorized use of the Services or your account, or have any questions about your account please contact Box Support via our [Box Community Page](#).

## 4. EMAIL SELECTED FOR YOUR ACCOUNT

You get to choose what email address(es) you register for an account. Please be aware, however, that if the domain of the email address associated with your account is owned or controlled by an organization (such as your work or school) and that organization establishes a direct relationship with us, then your account may become subject to the management of that organization after a reasonable attempt to notify you of the change. Fourteen (14) days after that notice attempt, if you do not change the email address associated with your account to one not owned or controlled by that organization, you agree that your account - and any Content associated with your account - may become directly managed by the organization.

If an organization provided you with your account (e.g., an employer or school), or if you agree to have your account managed by an organization, you understand that this organization has rights to your account and may, without limitation: (a) manage your account (including suspending or canceling the account); (b) reset your password; (c) view your usage and profile data, including how and when your account (and the Content in your account) is used; and (d) manage, modify and/or delete the Content in your account.

## 5. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with Box or signing up for Services, you understand and consent to us sending you (including but not limited to via email, SMS text messaging, and/or in-app messaging) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; (c) administrative messages and other information; and (d) advertising, marketing, and other materials regarding Box's products and services. If you

have previously unsubscribed and are a U.S. user, you consent that you're resubscribing to receive commercial content by taking such actions like submitting a "Contact Us" form, registering for a Box event or webinar, downloading a Box resource, along with other activities. Please review your settings in your account to control the service notifications you receive from us. You may unsubscribe from commercial content at any time by emailing [privacy@box.com](mailto:privacy@box.com) or by visiting the Box preference management center [here](#).

## 6. CONTENT

We call all the electronic documents that you upload and store on your account "**Content**". All Content uploaded by you into your account is yours! We don't control, verify, or endorse the Content that you or others put on the Services. You are responsible for: (a) all Content in your Box account(s) and that you share through the Services- and (b) making sure that you have all the rights you need in relation to the Content. In addition, by storing, using or transmitting Content you confirm that you will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 10). You agree that when you share your Content, you may be allowing other people to access and use your Content in any way without further restriction or compensation to you.

You agree to provide Box (as well as agents or service providers acting on Box's behalf to provide the Services) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, and/or (iv) to respond to an emergency.

## 7. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

Box respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please complete our [copyright complaint form](#); which can also be found here: <https://cloud.app.box.com/copyright>.

Or contact our designated copyright agent by mail:

Attn: Copyright Agent, Box, Inc., 900 Jefferson Avenue, Redwood City, CA 94063 USA

## 8. CONFIDENTIAL INFORMATION

During your use of the Services, Box may share with you information that is confidential, sensitive or should be kept secret. For example, if we tell you about our product roadmaps, product designs and architecture, technology and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to Box.

Similarly, we agree that your Content, credit card/banking information and information contained in your account is confidential to you.

Also, if either of us provide any documents to the other that are labeled "confidential" (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential, such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell

you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other's information with the same degree of care that we treat our own confidential information; (ii) will use each other's confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we've outlined in this section); and (iv) not share the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

## 9. CONTENT STORAGE

The Services are provided from the United States. By using and accessing the Services, you understand and agree to the storage of Content and any other personal information in the United States. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of the United States (subject to applicable law) and that nothing prohibits the processing of other information outside of the United States. Box does offer products that enable storage and/or processing of Content outside of the United States and those products are subject to the Box Zones specific terms in Section 26.

## 10. ACCEPTABLE USE POLICY

You agree you will not, nor will you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or Box and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated



process or service (such as a bot, a spider, or periodic caching of information stored by Box) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to, and/or cause Box to, violate any law or distribute any malware or malicious Content; (g) use the Box Service to communicate any message or material that is defamatory, harassing, libelous, threatening, obscene, or unlawfully discriminatory; (h) use the Box Service in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (i) distribute, post, share information or Content illegally or without permission; (j) distribute, post, or share illegal Content or Content that causes harm to others; (k) use the Box Service to disseminate or promote terrorism or terrorist activities; or (l) use the Box Service to disseminate material that may infringe upon legally protected social rights and freedoms of a person(s) (collectively, "human rights") and/or as defined by domestic and public international laws and/or other legal norms. As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your Box user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services. You also agree that if you learn of any unauthorized or unacceptable use of any account, Content or the Service, you will promptly contact Box Support and take all reasonable steps to cooperate with Box and assist in the termination of such use.

## 11. SUSPENSION AND TERMINATION OF THE SERVICE

We reserve the right to suspend or terminate your access to the Service at any time in our sole discretion or disable any Content if a) you are in breach of these Terms; or b) your use of the Services could cause a risk of harm or loss to Box or our other users; or c) Box declines to renew your Subscription

Period. When reasonable and as permitted by law, Box will provide you reasonable advance notice of this change as well as an opportunity to correct any actions that led to Box's decision. We will not be able to provide this advance notice if you are in material breach of these Terms, or if such notice would lead to civil or criminal liability for Box, or if providing notice would compromise our ability to provide the Services to our other users. For the avoidance of doubt, Box may still make a determination that it does not want to continue offering you access to the Service at any time for any or no reason.

You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms in Section 10. You must make such request within fourteen (14) days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this fourteen (14) day period.

## 12. UPDATES TO THE SERVICE

Box may make deployments of changes, updates or enhancements to the Services or modifications to Box's default settings at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether.

## 13. THIRD PARTY PRODUCTS

Box may make available to you optional third-party applications, services or products, for use in connection with the Services ("**Third-Party Products**"). These Third-Party Products are not necessary for the use of the Services and your use of the Third-Party Products (and any exchange of any

and your use of the Third-Party Products (and any exchange of any information, license, payments etc.) is solely between you and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

If you have any questions or concerns regarding the Third-Party Products, then please contact the applicable third-party provider.

## 14. BOX PROPRIETARY RIGHTS

All contents of the Site and Services including but not limited to logo, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement and Box Confidential Information belong to Box, and/or its suppliers, affiliates, or licensors.

Box or its licensors own and reserve all rights, title and interest in and to the Services and all hardware, software and other items used to provide the Services, other than the rights we expressly grant to you to use the Services and Box Confidential Information. No title to or ownership of any proprietary rights related to the Services or Box Confidential Information is transferred to you pursuant to these Terms.

If you provide comments, suggestions and recommendations to Box about a Service (e.g., modifications, enhancements, improvements) (collectively, "**Feedback**"), you are automatically assigning this Feedback to Box.

## 15. NO WARRANTY OR CONDITIONS

There are certain things that we do not promise about the Services. Other than as expressly stated, we do not make any commitments about the specific functionality available through the Services, their reliability, availability, or ability to meet your needs.

TO THE EXTENT NOT PROHIBITED BY LAW, BOX AND ITS AFFILIATES

(AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## 16. INDEMNIFICATION

To the extent not prohibited by law, you will defend Box against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, copyright, or other intellectual property right of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Box's actions); or (b) violates applicable law or these Terms. Box will reasonably notify you of any such claim or demand that is subject to your indemnification obligation of which it becomes aware.

## 17. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YOU OR BOX AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER

PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF BOX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF YOU OR BOX AND ITS AFFILIATES, OFFICERS, RESELLERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES, SAVE IN RESPECT OF LIABILITY ARISING UNDER SECTION 16 OF THESE TERMS, WILL BE LIMITED TO THE GREATER OF: (A) ONE AND A HALF (1.5) TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR THAT SERVICE; OR (B) ONE HUNDRED DOLLARS (\$100 U.S.D.). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU.

NOTHING IN THESE TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

Nothing in these Terms shall exclude or limit the liability of you or Box and its affiliates, officers, employees, agents, licensors, resellers, suppliers and distributors for death or personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded or limited by law.

The provisions of this "Limitation of Liability" section allocates the risks under these Terms between you and Box, and you and Box have relied on these limitations in determining whether to enter into these Terms and the pricing for the Services.

## 18. DISPUTE RESOLUTION AND GOVERNING LAW

You must comply with all domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.

If you reside in the United States, you agree that the Terms, and your relationship with Box will be governed by the laws of the State of California, U.S.A. regardless of conflict of laws principles. We both agree that the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these Terms. We both agree that all of these claims can only be litigated in the federal or state courts in Santa Clara County, California, USA and we each agree to personal jurisdiction in those courts. However, you agree that Box can apply for injunctive remedies in any jurisdiction.

If you reside outside of the United States excluding Japan, you agree that the Terms, and your relationship with Box, shall be governed by the laws of England and Wales. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. We both agree that all claims can only be litigated in London, England and we each agree to the exclusive jurisdiction of the courts located within London, England. However, you agree that Box can apply for injunctive remedies in any jurisdiction.

If you reside in Japan, you agree that the Terms, and your relationship with Box will be governed by the laws of Japan. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. We both agree that all claims can only be litigated in Tokyo, Japan and we each agree to the exclusive jurisdiction of the courts located in Tokyo, Japan. However, you agree that Box can apply for injunctive remedies in any jurisdiction.

To the extent that the following provision is not in conflict with applicable law, you may only resolve disputes with us on an individual basis and may not bring a claim or proceed in a group arbitration proceeding as a plaintiff or a class member in a class, consolidated, or representative action.

## 19. TRIALS

You can sign-up for a trial for some of the Services and your trial period starts on the day you create the trial account and lasts for the period indicated at the time of sign-up or, if the length of the trial period is not specified, 14 days. If you are on a trial, you may cancel at any time until the last day of your trial. If you do not wish to incur charges, you must cancel the account by the end of the final day of your trial period.

If you do not cancel your account and we have told you the account will be converted to a paid subscription at the end of the trial period, then you authorize us to charge your credit card for that specific Service. You may, however, cancel your subscription before the next billing cycle in accordance with these Terms, but no credits or refunds will be available.

## 20. FEES

Box offers both free and paid Services. If you choose to subscribe to a paid Service, you agree to pay the fees ("**Fees**") as quoted to you when you purchase that Service. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service (for example, data charges and currency exchange settlements). You will pay the Fees in the currency Box quoted at the time of purchase. All Fees are payable in full and without reduction for taxes including but not limited to foreign withholding taxes. Box reserves the right to change the eligible currencies at any time, except where not permitted by applicable law. Box reserves the right to change its prices at any time, however, if we have

offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). If you don't agree to these changes, you must stop using the Service and cancel via email to [cancel@box.com](mailto:cancel@box.com) (with cancellation confirmation from a Box representative). If you cancel, your Service ends at the end of your current Service period or payment period, and no refunds for previously paid services will be issued.

If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and term length for the next subscription period. We will charge your credit card on file with us on the first day of the renewal of the subscription period.

## 21. BILLING/PAYMENT

If you select a paid Service, you must provide us with current, complete, accurate and authorized payment method information (e.g. credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent Box has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

## 22. SUBSCRIPTION PERIOD

You may elect one of the following subscription plans and billing options (please note that there might be only one of these options available



depending on the Service purchased):

A monthly subscription plan ("Monthly Subscription Plan"). The subscription period for the Monthly Subscription Plan will be for one month and will automatically renew (without the need to go through the Services-interface "check-out" or execute a renewal order form) unless you cancel your Monthly Subscription Plan at least three (3) business days prior to the renewal date. You will be billed on or about the same day each month until such time that you cancel.

An annual subscription plan ("Annual Subscription Plan"). The subscription period for the Annual Subscription Plan will be for one year and will automatically renew (without the need to go through the Services-interface "check-out" or execute a renewal Order Form) for additional periods equal to one (1) year each year on the anniversary unless you cancel at least three (3) business days prior to your renewal date. You will be billed annually on or about the same day each year until such time that you cancel. Note that under the Annual Subscription Plan you will not be permitted to cancel, reduce the number of seats, or downgrade the Box Service you have selected until the anniversary date. **Be aware that you are committing to a one-year plan; if you are not certain, we recommend choosing the Monthly Subscription Plan.**

If you select the Monthly Subscription Plan, you can switch to the Annual Subscription Plan at any time. If you select the Annual Subscription Plan, you may not change to the Monthly Subscription Plan until the end of the one-year term of your Annual Subscription Plan.

Where required by law, you may have a legal right to cancel your subscription, pursuant to Section 20, during the prescribed timeframe of your initial subscription period. If you are entitled to this right by law, your cancellation request will be processed within three (3) business days, and you will receive a prorated refund of any unused prepaid fees.

## 23. BOX SUBSCRIPTION SPECIFIC TERMS

If you are purchasing a Box subscription plan, the following additional terms apply to you and your organization:

You: (a) are required to have a Box account for each user, (b) will only receive the features and functionality that are included in the specific subscription plan that you have purchased as identified on the [Box website](#), (c) are responsible for setting your configurations of the Box Service, and (d) are responsible for managing your users' activity and any of your devices and/or any systems that you use to access the Box Service.

Box considers the following categories of users as your organization's users:

1. Users whose accounts are controlled by your organization's administrator;
2. Users who are permitted to access, store, retrieve or manage your Content and (i) are employed by your organization, or (ii) whose accounts are associated with an email address controlled by your organization.

These categories include, for the avoidance of doubt, any such users with individual plan accounts.

If Box provides you with a report showing that your organization has more users than purchased accounts, then you will promptly (but in any event within seven (7) days of receiving such report) purchase additional accounts or permanently delete the Excess Users (defined below).

If your organization has more users than purchased accounts, Box may place reasonable restrictions on your account until you adequately address your Excess Users (such as restricting or limiting your organization's ability to deploy additional accounts).

If your specific subscription plan includes access to Enhanced Services, the details and terms for that offering are available [here](#). If your Enhanced Services plan includes access to Box Guidance Services or other Box Consulting resources, you will need a redemption link to redeem such Guidance Services. Please contact your Box Account Executive or [sales@box.com](mailto:sales@box.com) for your redemption link.

## 23.1 Excess Users

Your organization is responsible for having paid account licenses for all organization users as stated in Section 23 (Box Subscription Specific Terms). Box may, at any time at its discretion, provide your organization's then-current billing contact with a notice identifying your organization's users in excess of the number of purchased account licenses (such overage, "**Excess Users**"). Twenty-one (21) days after sending such report, Box will bill the then-current payment method on file for account licenses for any Excess Users which have not yet been permanently deleted. The license plan for the new account licenses will be the same as your existing subscription and the subscription period for the new account licenses will be coterminous with your existing account licenses. Future renewals will include both the account licenses originally purchased and those subsequently added. Subscription fees for Excess Users will be in accordance with [box.com/pricing](https://box.com/pricing). Once charged, you will not receive a refund or credit for deleting accounts of Excess Users.

## 24. BOX SOFTWARE

Your use of the Service may include use of optional downloadable user software ("Software"). This Software may update automatically on your device once a new version or feature is available. Box gives you a personal, worldwide (subject to applicable law), royalty-free, non-assignable and non-exclusive license to use the Software provided to you by Box as part of Service, for the sole purpose of enabling you to use and enjoy the benefit of the Service.

## 25. BOX PLATFORM PRODUCTS AND BOX AI SPECIFIC TERMS

If you are purchasing any of the Platform products, the following additional terms apply to you:

## 25.1 PLATFORM PRODUCTS AND BOX AI SPECIFIC DEFINITIONS

The below definitions apply to Section 25 only.

"**API**" is the application-programming interface used by you to access certain functionality provided by Box.

"**Content**" has the same meaning as in Section 6, but includes Content uploaded by Platform Application Users and Platform Service Accounts.

"**Monthly Active User**" or "**MAU**" is a Platform Application User that uses the Service and/or accesses Content via an API call (made by or on the behalf of the Platform Application User account) at least once in a monthly calendar period.

"**Monthly Platform API Calls**" is the total number of all API calls made to the Box Service within a monthly calendar period on behalf of: (a) a Platform Application User; (b) a User; or (c) a Platform Service Account.

"**Platform Application**" is an application used by or on behalf of you that uses the API for the purposes of access to the Service or certain functionality provided by Box.

"**Platform Application User**" is a user with a unique identifier that is created and provisioned by you and such user's access to Content in the Service is governed through the Platform Application.

"**Platform Product(s)**" is the Box API(s) that provide programmatic access to the Service from a Platform Application, and any additional Platform Product features and functionalities. The Platform Products include certain features that permit a Service Account/User/Platform Application User to view, annotate and comment on Content if set forth in your order.

"**Platform Service Account**" is a backend system-to-system connection with a unique identifier that is created and provisioned by you or on your behalf. Its access to Content in the Service is governed through a Platform

Application.

"**Platform Storage**" means the total amount of Content stored by or on behalf of all Platform Application Users, Platform Service Accounts and any other users of Platform Products that may be released by Box from time to time.

"**Platform Use Limit(s)**" means, as may be specified in your purchase and/or on the [Box website](#): (i) Monthly Platform API Calls, Platform Storage and number of Monthly Active Users; and (ii) any other usage limits or restrictions set forth by Box.

## 25.2 PLATFORM PRODUCTS

You receive the features and functionality that are provided in the specific Platform Product(s) that you have registered or purchased. You agree to only incorporate the API into the Platform Applications for the sole purpose of accessing certain functionality subscribed to by you, solely through the API and associated tools and services. You will ensure that your usage of the Platform Products is at all times in conformance with the Platform Use Limits, these Terms and applicable law.

If you exceed the Platform Use Limits, additional fees will be due and/or reasonable restrictions may be placed on your account until any such excess usage is adequately eliminated by you.

You are solely responsible for supporting the Platform Application for yourself and Platform Application Users. Box is not responsible for any performance issues attributable to a Platform Application.

You may not co-brand any Platform Products or use any Box trademarks, logos, or other Box marks to promote and market the Platform Products without Box's prior written consent.

You will not, and will make sure that the Platform Application does not and you will not permit use of the Platform Application: (a) to violate these Terms, including but not limited to Section 10 (Acceptable Use) ; (b) to perform hidden activities without Platform Application User consent (such as downloading components or other software); (c) that may alter a Platform

downloading components of other software), (c) that may alter a Platform Application User's system without permission from the Platform Application User; (d) impersonate, or misrepresent an affiliation with, any person or entity; (e) use in any manner not authorized by a Platform Application User; except as otherwise authorized by a Platform Application User with respect to such Platform Application User's Content; (f) mine or analyze any Content transmitted to, retrieved from or stored in the Platform Products/the Service (including, but not limited to, through spiders, robots, crawlers, data mining tools, scrapers, or other automated means, or services employing any such means); (g) circumvent any security measures or content filtering devices; (h) use or affect the Platform Products in any manner that could damage, disable, overburden or impair the Platform Products (including, but not limited to, flooding the Platform Products with an excessive amount of data or content); or (i) permit use in connection with any purposes or intended application which involves risks or dangers that could lead to death, serious bodily injury, severe physical or property damage, or use for purposes that otherwise require significant safety precautions (e.g. uses of the Platform Products in connection with operation of emergency services, air traffic control, mass transport systems, or nuclear facilities).

## 25.3 BOX AI

You are solely responsible for the production and retention of outputs using Box AI in compliance with these Terms, the then-current [Box AI Acceptable Use Policy & Guiding Principles](#), and all applicable laws. All output generated by Box AI is created at your direction and is stored in Content (a) at your sole discretion and/or (b) as an outcome of your workflow or API Call.

Box AI outputs are not human generated or filtered by humans and cannot be represented by you as human work product. Box is not responsible for the accuracy or biases of the output or your reliance on Box AI output.

Box AI queries and outputs are your Confidential Information but are not Content.

Your direction to process a Box AI query qualifies as your consent for the

modification, aggregation, deidentification or other processing of Confidential Information for purposes of generating output. Notwithstanding the above, Box will not train Box AI using your queries or outputs without explicit consent. To the extent you enter personal data or other sensitive information subject to regulatory oversight in Box AI queries, you, and not Box, have sole responsibility for providing any legally adequate privacy notices and obtaining any necessary consents for such processing.

Box shall not be responsible for, and shall not have any obligation regarding, any use of Box AI which relies on queries that infringe on any proprietary right of a third party or any use of outputs in a manner which infringes on any proprietary right of a third party.

## 26. BOX ZONES SPECIFIC TERMS

If you are purchasing the Box infrastructure product that enables the storing of Content in specific Location(s) ("**Box Zones**"), the following additional terms in this Section apply to you.

Subject to the terms in this Section and a purchase of a Box Zones account for each user, Box agrees to store your Content generated after your purchase of Box Zones in the location(s) named at the time of purchase and, if applicable to your use of the Services, designated for a user in the administrative console ("**Location(s)**"). A default Location will be used for any users that do not have a specified Location in the administrative console.

You understand and agree that: (a) by utilizing Box Zones, the terms of this Section 26 supersede and replace any and all provisions in these Terms regarding the location of Content storage and related controls (but only those terms); (b) the applicable Service is provided from the United States and that for Box Zones, while the Content will be stored and may be partially processed in the Location(s), some processing and metadata storage and processing may continue to be provided from the United States; (c) it is only

the Content generated after your purchase and provisioning of Box Zones that will be stored in the Location(s) selected at the time of purchase; (d) certifications of Service Provider(s) may vary based on selected Location(s); and (e) it is your responsibility to configure and properly utilize the applicable Service and Box Zones to address your obligations related to data types and data residency obligations.

## 27. TRAINING OR CONSULTING SERVICES

### 27.1 Consulting Services.

In the event you order any professional, educational, operational or technical services (collectively, "**Consulting Services**"), the nature, details and duration of the Consulting Services will further be described in the datasheet or statement of work which is referenced.

### 27.2 Box Materials and Box Tools.

Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "Box Materials") Box may provide to you as part of this consulting services engagement (including any intellectual property rights therein, but excluding any of your Confidential Information and your logos and trademarks that may be included in the Box Materials, collectively, "Your Property"). Box shall have the right to use Your Property solely for the purpose of providing the consulting services to you as set forth hereunder. During the term specified in the applicable Order, Box hereby provides you with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for your internal operations in connection with its authorized use of the Box Service. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools



to design or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Box Tools") used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to you, on the same terms as the Box Materials.

## 27.3 Consulting Services Warranty.

In regard to Consulting Services only, Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, have the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services in accordance with the applicable datasheet or statement of work; and (b) the Consulting Services will be performed in a professional and workmanlike manner in accordance with industry standards and in accordance with the scope of services outlined in the applicable datasheet or statement of work. You acknowledge that Box's ability to successfully perform the Consulting Services is dependent upon your provision of timely information, access to resources, and participation as outlined in the applicable Consulting Services. If through no fault or delay of yours the Consulting Services do not conform to the foregoing warranty, and you notify Box within seven (7) calendar days of Box's delivery of the Consulting Services, Box will re-perform the non-conforming portion(s) of the Consulting Services at no additional cost to you.

# 28. GENERAL TERMS

## 28.1 Severability; Entire Agreement.

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Service. It

is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Services.

## 28.2 Assignment and Transfer.

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service, unless we provide written consent for you to do so.

## 28.3 Independent Contractors; No Third-Party Beneficiaries.

Box and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

## 28.4 Waiver.

The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect, unless expressly waived in writing.

## 28.5 Government Terms.

If you are a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Box Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101 and are being

licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## 28.6 Mobile Restrictions.

The Service is available on mobile devices. Do not use the Service in a way that distracts you and prevents you from obeying traffic or safety laws, or that may put the physical safety of others in danger.

## 28.7 Illegal Content and Acts.

**Prohibited Use.** As stipulated in Section 10 (Acceptable Use Policy) of these Terms, you may not use our Services to distribute, store or disseminate Content that violates our Terms and/or is deemed illegal under EU law or any Member State's law.

**Reported Content.** Any individual or entity may report Content they allege violates these Terms and/or EU law or any Member State's law. Each report is reviewed internally by our team and when applicable, appropriate actions may be taken in accordance with the EU Digital Services Act. To report content on Box that may violate EU laws and/or any Member State's laws, please [click here](#).

We reserve the right to remove reported Content and/or suspend or terminate access to the Box Services at any time, including due to a violation of these Terms as described in Section 11. Suspension and Termination of the Service, and/or if such content is deemed illegal. You may appeal this decision by contacting Box Support via our [Box Community Page](#).

## 28.8 Personal Data of Children.

Box does not direct or recommend that you create user accounts if you are under 18 or that you create user accounts on behalf of individual under 18. You and Box agree that Box is not responsible for any obligations for collecting consent or authorizations for your instructions to process personal

data of any data subject under 18.

# Archived Box Terms of Service

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**Version August 1, 2017**

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**Version March 15, 2020**

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**Version August 23, 2021**

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**Version August 15, 2022**

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**Version January 1, 2023**

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## Version March 20, 2023

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## Version July 1, 2023

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## Version June 26, 2024

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