

Shinjuku Japanese Language Institute Online Japanese Course (hereinafter referred to as the "Service") is a service operated by Ezo Educational Foundation Shinjuku Japanese Language Institute (hereinafter referred to as "SNG") to provide non-native Japanese speakers with online Japanese language lessons. These terms of use (hereinafter referred to as the "Terms of Use") set forth agreements regarding the Service in general between persons who wish to apply to use the Service (hereinafter referred to as "Applicants") and users who have applied to register with SNG and whose registration has been approved by SNG (hereinafter referred to as "Participants" regardless of whether they are individuals or corporations) (Applicants and Participants shall be hereinafter collectively referred to as "Participants etc.") on one hand, and SNG on the other hand. Persons using the Service are required to read and accept the whole of the Terms of Use. SNG shall deem Applicants to have accepted the whole of the Terms of Use at the time when they made their application to register for the Service.

Article 1 Scope of Application of these Terms

1. The purpose of these Terms of Use is to set forth the conditions for provision of the Service and to establish the relationship related to rights and obligations between SNG and Applicants and Participants with respect to the use of the Service, and they apply to all relationships related to rights and obligations between SNG and Applicants and Participants with respect to the use of the Service. These Terms of Use and other detailed rules of use apply to both Applicants and Participants, and acceptance of these Terms of Use and other detailed rules of use is required. Please use the Service after having accepted these terms.
2. Any question arising out of, or in connection with, these Terms of Use or any matters not provided for in these Terms of Use, shall be settled upon consultation in good faith between SNG and Applicants and Participants.

Article 2 Application, etc.

1. When using the Service, Applicants agree to comply with these Terms of Use, and by providing SNG certain information stipulated by SNG (hereinafter referred to as "registration details"), by means decided by SNG, and registering as a Participant, may apply to register with SNG to use the Service.
2. Applicants who have applied for registration in accordance with the preceding paragraph shall follow the registration procedure in accordance with SNG's standards and regulations.
3. SNG may refuse registration for the Service in the following cases; however, the reasons for refusal will not be disclosed to the registration applicants. Moreover, the registration applicants may not raise any objections about such decisions.
 - (1) When the registration applicant does not exist
 - (2) When the registration applicant cannot be reached via the contact information he or she has provided, such as an email address
 - (3) When the information submitted by the registration applicant is found to contain fraudulent or incorrect information
 - (4) When an registration applicant's use of services, etc., operated by SNG has been suspended due to a breach of terms, and SNG determines that his or her registration should not be approved
 - (5) If SNG determines that the applicant is an antisocial force, etc. (referring to crime syndicates, crime syndicate members, associate members of a crime syndicate, persons related to a crime syndicate, corporate racketeers, right-wing organizations, antisocial forces; the same shall apply hereinafter), or has any relationship or involvement with antisocial forces, etc., such as supporting them, through funding or other means, or cooperating with or being involved in their operation or management
 - (6) When there are obstacles to SNG's operations or technical obstacles
 - (7) When the Service is used for any purposes other than its intended purpose (providing non-native Japanese speakers with Japanese language lessons)
 - (8) In other cases where SNG determines that registration or use of the Service is not appropriate
4. Persons under the age of 18 applying to use the Service, please apply after you have obtained the permission of your legal guardian.

Article 3 Service contents

The Service shall include the following provided services, as well as related services.

1. The provision of Japanese lessons online

Article 4 Changes to Terms and Conditions

1. SNG may make additions or amendments to or deletions from these Terms of Use from time to time (these actions shall be referred to as a "Change" hereinafter in this Article). In this case, SNG shall announce the new version of the Terms of Use and the effective date of the Change in advance under Article 11 (Notification) or by any other reasonable method. If such a notice is given, the Change etc. shall become effective as of the announced effective date.
2. In the case referred to in the preceding paragraph, the changed Terms of Use shall be notified to participants in a manner deemed appropriate by SNG, and, subsequently, when Applicants and Participants have used the Service, the Applicants and Participants in question shall be deemed to have agreed to the contents of the changed Terms of Use.

Article 5 Fee and Payment Method for the Service

1. When Applicants and Participants wish to pay for the Service, they shall apply to pay for the Service in accordance with the method stipulated by SNG. Moreover, these Terms of Use shall apply as terms and conditions, etc., when making an application. It is not possible to cancel a contract after it has been concluded.
3. The fee and payment method are as stipulated separately. In cases where registration for the service has been conducted overseas, the fee shall be the same amount as the fee for us within Japan. The times for various updates to the Service and base dates for payments, etc., shall follow Japan Standard Time.(As the Services are online services, they are subject to consumption tax in Japan where they are provided.)
4. Internet connection fees and the cost of computer and telecommunications equipment required for Applicants and Participants of the Service to use the Service, shall be borne by Applicants and Participants of the Service.
5. Payment of fees for the Service shall be made in cash at the office of SNG, or transferred into a designated bank account, or paid via another specified payment method on or before the deadline as instructed.
6. When a Participant delays payment to SNG, SNG can freely transfer the monetary claim to a third party.

Article 6 Changes to Registration Details

In the event that there are any changes to a Participant's name, email address, or other information registered at the time of their application, the participant shall make a change request promptly to the office of SNG.

Article 7 Personal Information

1. SNG complies with the Act on the Protection of Personal Information as well as other relevant laws and regulations, appropriately handling and safely managing the Participant's personal information. Further, SNG will never provide personal information to a third party without obtaining prior consent from the participant, except in cases required by law.

Article 8 Usage Environment for the Service

1. Depending on the Participant's usage environment (specification of PC, smartphone or tablet, software requirements, network environment, etc.), the Service may not be able to be used correctly.
2. Participants shall be responsible for checking the usage environment, at the time of application and during the period of use of the Service.
3. SNG shall not assume any responsibility in the event that the Service cannot be used due to the Participant's usage environment.

Article 9 Lessons

1. Lesson System

- (1) When using the Service, Participants shall access the applicable classroom site (hereinafter "site") at the scheduled date and time for the lesson and take the lesson.
- (2) Participants shall be responsible for accessing the site prior to the scheduled start time of their lessons. Moreover, SNG assumes no responsibility for a Participant's inability to take a lesson due to his or her lateness, leaving early, absence or other trouble.

(3) If SNG is unable to provide a lesson due to the circumstances of the instructor, SNG may cancel the lesson. A notification of the cancellation of the lesson in this case shall be sent as an email to the email address registered by the participant. In this case, the lesson will be rescheduled upon consultation between the instructor and the participant.

(4) SNG shall assume no liability, for whatever reason, except for the case if a Participant was unable to take a lesson due to negligence on the part of SNG.

2. Date and Time of provision of the Service

The individual dates and times for provision of the Service will be as separately listed on the site or as scheduled between the instructor and the participant.

3. Lesson Service Restrictions

(1) In the event that the progress of the lesson is disrupted due to system failures of the Participant's device, disconnection associated with the Participant's network environment or acts falling under those set forth in Article 14 (Participant Prohibitions), SNG or the lesson instructor shall be able to end the Participant's participation in the lesson, even if the lesson is in progress.

(2) In accordance with the provisions of the preceding paragraph, even in cases where taking the lesson has become difficult and participation in the lesson has been ended, the Participant shall not be relieved of any obligations, such as the payment of fees.

Article 10 Cancellations and Refunds

In the case of a proposed cancellation by Participants for their personal reasons, SNG will not accept such cancellation, and the fees that have been already paid are non-refundable. In the case of cancellation due to the reasons of SNG, fees will be individually refunded.

Article 11 Contact and Notification

Inquiries with regard to the Service and other contact or notification from Applicants and Participants to SNG, as well as notifications regarding changes to these Terms of Use and other notifications from SNG to Applicants and Participants, shall be conducted by the method set forth by SNG.

Article 12 Suspension of Use by SNG

1. If it is discovered that any of the following items apply to the Participant, SNG may, without prior notice, suspend his or her use of the Service.

(1) If the Participant breaches the items of Article 2, paragraph 3, or other clauses in these Terms of Use

(2) If the information entered by the Participant when registering for the Service was used unlawfully or the Participant made a false declaration

(3) If the Participant delays performance of payment obligation for Service fees, etc., or if the Participant refuses to make payment

(4) If SNG determines that the Participant is unsuitable for the Service due to any other reasonable grounds

2. SNG will not accept any questions or complaints with regard to measures taken to suspend the Participant's use of the Service.

3. When measures have been taken by SNG to suspend the Participant's use of the Service, the Participant forfeits all benefit of time, and shall pay all debts owed to SNG (including unpaid fees for the Service) as a lump sum.

4. In the event that a Participant breaches these Terms of Use, or falls under any of the items in paragraph 1 of this Article, and SNG incurs damages as a result, SNG shall be able to seek compensation from the Participant for the damages incurred.

5. SNG assumes no liability whatsoever for any damages incurred by the Participant as a result of measures taken to suspend his or her use of the Service.

Article 13 Modification, Suspension or Termination or Transfer of the Service

1. In the event that any of following apply, SNG can suspend or interrupt the operation of the Service, and shall assume no liability in relation to the suspension of the Service.

(1) When performing irregular or emergency maintenance on the Service's system.

- (2) When normal provision of the Service has become impossible due to war, riot, turmoil, labor disputes, earthquake, volcanic eruption, flood, tsunami, fire, blackout or other states of emergency.
 - (3) When there is a failure, etc., of the system providing the Service.
 - (4) Other cases where SNG has determined that temporary interruption is necessary for the operation of the Service.
 - (5) When its provision of the Service has become technically difficult or impossible.
2. When suspending or interrupting operation of the Service in accordance with the provisions of the preceding paragraph, SNG shall notify Participants of the fact beforehand. However, this shall not apply in unavoidable emergency situations.

Article 14 Participant Prohibitions

1. Participants shall not engage in acts in breach of these Terms of Use and the following acts when using the Service.
 - (1) Acts which infringe on, or are likely to infringe on, any of the intellectual property rights or other rights, such as copyrights (including Articles 27 and 28 of the Copyright Act) of other Applicants, Participants, third parties or SNG.
 - (2) Acts that infringe on, or are likely to infringe on, the assets or privacy of other Applicants, Participants, third parties or SNG.
 - (3) In addition to (1) and (2) above, acts that cause, or are likely to cause, detriment or damage to other Applicants, Participants, third parties or SNG.
 - (4) Acts allowing the transfer, succession or exercise, etc., of one's rights and status as a Participant by another Participant or third party, etc.
 - (5) Acts which slander other Applicants, Participants, third parties or SNG.
 - (6) Acts of unlawful collection and disclosure of information, etc., held by other Applicants, Participants or third parties.
 - (7) Acts in violation of, or likely to be in violation of, public policy, or acts of provision of information in violation of public policy to other Participants or third parties.
 - (8) Criminal acts or acts that lead to, or are likely to lead to, criminal acts.
 - (9) Election campaigning, or similar acts, regardless of whether it is during an election period.
 - (10) Activities of a sexual, religious or political nature.
 - (11) Acts of usage or provision of malicious programs, such as computer viruses, through the Service, or in connection with the Service.
 - (12) Other acts which are in violation of, or likely to be in violation of, the law.
 - (13) Other acts deemed to be inappropriate by SNG.
 - (14) Acts that allow other Applicants, Participants, or third parties other than Applicants and Participants, to use the Service, irrespective of the purpose.
2. In the event that SNG or a third party incurs damages due to a Participant committing any of the acts under the preceding paragraph, even if after the Participant has lost his or her participant status, the Participant shall bear full legal liability and shall not cause any inconvenience to SNG.

Article 15 Intellectual property rights

1. All screens, information including voice capture and files provided to Applicants and Participants through the Service remain the property of SNG or rights holders that have duly authorized by SNG as an agent and can only be used via the method provided by the Service and are not to be used via any other method (including but not limited to duplication, distribution, transfer and automatic public transmission).
2. In the event that an Applicant or Participant breaches the provisions of this Article and a problem arises with a rights holder or third party, the Applicant or Participant shall resolve the issue at his or her responsibility and at his or her own expense and shall not cause any inconvenience to or damages to SNG.
3. The participant grants to SNG a worldwide, non-exclusive, gratuitous, sublicensable, and transferable license to use, reproduce, distribute, make derivative works of, display, and execute data contributed to the Services or the site.
4. A participant hereby shall agree not to exercise his or her moral rights of author against SNG and those who have succeeded to or have been granted the right from SNG with regard to the provision of the preceding paragraph.

Article 16 Disclaimer

1. SNG does not warrant in any way that the Service will be suitable for Participants' particular purposes, that it will function as expected, that it will have commercial value or will be accurate, useful or up-to-date, that the use of the Service by Participants will be in conformity with laws, regulations or industry associations' internal rules etc. applicable to Participants, or that the Service will be free from malfunctions.
2. Except in cases provided for separately, SNG shall assume no liability for damages to Applicants, Participants and third parties due to provision, delay, modification, interruption, cancellation, suspension, or abolition of the Service, loss or disappearance of information registered or provided through the Service or any other damages incurred in relation to the Service. However, this shall not apply in cases where default is due to intention or gross negligence on the part of SNG is the cause.

Article 17 Compensation for Damages

1. In the event that an Applicant or Participant causes damage to SNG due to a breach of these Terms of Use or unlawful conduct, SNG shall be able to seek appropriate compensation from said Applicant or Participant.
2. In the event that SNG is liable to pay compensation to Participant, in accordance with these Terms of Use, SNG's amount of compensation in any case shall be up to a maximum amount equivalent to the fee paid by the Applicant or Participant for the product or service constituting the cause of the compensation claim, and SNG shall bear no further liability for damages. However, this shall not apply in cases where default is due to intention or gross negligence on the part of SNG is the cause.
3. In the event that an Applicant or Participant causes damage to a third party through the use of the Service, the Applicant or Participant shall resolve the issue on his or her own responsibility, and shall not cause SNG to assume any liability.

Article 18 Entrustment

1. SNG can, at its own discretion, entrust to a third party all or part of the business necessary for the provision of the Service or individual services to Applicants and Participants.
2. With regard to the entrustment under the preceding paragraph, when disclosing Participants' personal information to said third party, if required for business reasons, SNG shall conclude an agreement with said third party regarding the handling of the personal information of Participants.

Article 19 General

1. These terms shall be construed in accordance with the laws of Japan.
2. For any legal action or litigation procedure between SNG and a Participant, arising from or in relation to these terms, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.
3. If it is determined that any of the provisions of these terms are invalid or unenforceable, the valid or enforceable parts of said provisions and the remaining provisions of these terms shall continue to be valid and enforceable.