

Hikari JS Membership Agreement

Article 1 (**Purpose**)

The "Hikari JS Membership Agreement" (hereinafter referred to as the "**Agreement**") is entered into by and between The Hikari Japanese Language Online School Co., Ltd. with the head office at 2-2-15, Hamamatsucho, Minato-ku, Tokyo 2F ("**Hikari JS**" or the "**Company**"), and the entity agreeing to these terms (the "**Member**"). Hikari JS provides Members with online Japanese language private lessons, translation support services, interpretation support services, and other services (the "**Service**") .

Article 2 (**Modification of the Agreement**)

1. Hikari JS is able to change all or part of the Agreement without obtaining the prior consent of Member.
2. In the case of the preceding paragraph, Member shall be notified of the revised Agreement in a manner deemed appropriate by Company and thereafter, when the Member uses the Service, the Member shall be deemed to have consented to the contents of the Agreement.

Article 3 (**Registration of Membership**)

1. The "**Member**" is an individual who has paid the registration fee and is qualified to receive the Services set forth in Article1 in accordance with the Agreement.
2. An individual may become a Member by applying for registration according to the procedure specified below.
 - (1) Registering as a member by the prescribed method specified by the Company.
 - (2) For a minor Member, obtaining the consent of a legal representative such as a parent or a guardian before registering as a Member in (1).
3. Membership registration is completed by applying from the membership application format on the Company's website and paying the applicable fee.
4. If the following reasons are found after membership registration, the Company can cancel the membership registration (hereinafter referred to as "**Disposition of Withdrawal**").
 - (1) When Member submits false information at the time of registration, or doesn't modify its information that has changed.
 - (2) When Member has been canceled due to a violation of Agreement in the past.

(3) When Member does not pay for Service in a timely manner (including the case where such an act has occurred in the past).

(4) When there is a good reason for the Company to judge that it is inappropriate.

Article 4 (**Change in Reported Items**)

1. Member is responsible to immediately modify and submit an up-date registered information to Hikari JS when Member changes any contents, or when Hikari JS changes any terms of registration.
2. Hikari JS shall not be held liable for disadvantages caused by the fact that Hikari JS can't obtain Member's up-to-date information due to infraction of the Agreement (4.1.).

Article 5 (**Member ID and Password Management**)

1. Member shall use the ID and Password given at the time of membership registration or the password changed by Member after membership registration.
2. Member is fully responsible for managing and using its ID and Password. Member shall be liable for all actions and results on Service activated by its ID and Password, regardless of whoever performs. Similarly Member is responsible for any matters that may occur through the use of its ID and Password regardless of whether it is intentional, negligent, or not.
3. Member shall not transfer, buy, sell, or lend its ID and Password.
4. If the ID and Password are stolen, forgotten, or being used by a third party, Member shall immediately notify Hikari JS and follow the instructions from Hikari JS.
5. Hikari JS shall not be liable for any negligence in the use of ID and Password, and damages caused by the use of a third party, except in the case of intentional or gross negligence of Hikari JS. In addition, if Member causes damage to the third party or Hikari JS through unauthorized use of the ID and Password of the third party, Member will compensate the third party or Hikari JS for the damage caused by the unauthorized use.

Article 6 (**Privacy Notice**)

1. "Personal Information" is Member's specific information that can be identified by an email address, a name, and/or other descriptions. Personal Information includes contents that can be easily checked against other information and thereby identify a specific member.
2. Hikari JS shall handle Personal Information for each Service, based on the Company's "Basic Policy on Personal Information Protection".

Article 7 (Withdrawal from Membership)

1. Member shall understand that if Member has any objection to the provisions of the Agreement or any change in Agreement, or if Member has any objection to the content of Service, Member's ability to take action against Hikari JS is limited to terminating the use of Service and cancelling the membership.

Withdrawal from Membership

1. In principle, Member shall make a withdrawal request using the request form in Hikari JS's website by the 15th of the month prior to the month Member wishes to cancel Membership.
2. If the Member wants to re-enroll after withdrawing, the Member will be required to pay the admission fee again.
3. The admission fee is not refundable at the time of withdrawal from the membership.
4. The processing of each Service in use is subject to the terms of use for each Service.
5. Hikari JS will properly process personal information after Member withdraws from the membership, in accordance with the Basic Policy on Personal Information Protection.

Article 8 (Suspension or Termination of Membership by Hikari JS)

1. If any of the following apply to Member, Hikari JS may suspend membership without prior notice. Member may be temporarily suspended from using the Service in whole or in part. In addition, if the improvement is not made within a reasonable period of time even after notice, Hikari JS may terminate the membership in whole or in part of Agreement. In the event Member loses the membership, Member must comply with the terms of Service.
 - (1) If Member violates or is at risk of violating Agreement.
 - (2) If Member interferes with the operation of Service or damages the reputation of Hikari JS.
 - (3) When Hikari JS determines that the use of the Service is substantially in excess of the statistical average, and hinders the operation of the Service and the maintenance of the system
 - (4) In any other cases where there are reasonable grounds for Hikari JS to deem it inappropriate.
2. Even if the use of the Service is temporarily suspended or the Agreement is terminated pursuant to the preceding paragraph, Member shall not be relieved of responsibility for performance, including payment obligations under Agreement.

3. Payment for each Service shall be made in accordance with the terms and conditions of each Service.

Article 9 (**Prohibited Matters for Members**)

1. Members must not engage in any of the following acts in the use of Service
 - (1) Acts that may infringe on the copyrights of Hikari JS or other Members.
Acts that may infringe on any rights of Hikari JS or other Members.
 - (2) Acts that may infringe on the privacy or property of Hikari JS or other Members
 - (3) In addition to the above (1) and (2), actions that cause or may cause disadvantage or damage to other Members or Company.
 - (4) Acts that assign or allow another individual or third party to exercise the rights or the position as Member. However, this does not apply if the transfer of the right occurs due to the death of Member. The transfer must be reported and approved by Hikari JS in accordance with the procedures specified.
 - (5) Acts that slander or defame other Members, third parties, Hikari JS, or teachers.
 - (6) Acts that Illegally collect or disclose information held by other Members or third parties.
 - (7) Acts that are or may be contrary to public order and morals. Acts that provide information that is contrary to public order and morals to other Members or third parties.
 - (8) Acts that are criminal or may be connected to criminal acts.
 - (9) Acts of harassment such as persecuting the person who is in charge of Service. Acts that interfere with the progress of Service.
 - (10) Acts that engage in political campaigning or any other similar acts irrespective of election periods.
 - (11) Acts that engage in any activity related to sexual behaviors, religion, or politics.
 - (12) Acts that Illegally use a user ID or Password.
 - (13) Acts that use or provide harmful programs such as computer viruses through or in connection with Service.
 - (14) Acts that violate or may violate any laws.
 - (15) Acts that Hikari JS deems inappropriate.
 - (16) Acts that allow other Members or third parties to use Service regardless of the purpose.

2. If Hikari JS or a third party (including credit card companies, etc.) is damaged by the actions of Member corresponding to the contents in Article 9 Paragraph 1, Member shall assume all legal responsibilities and shall not cause any troubles to Hikari JS, even after the loss of membership.

Article 10 (**Copyright**)

1. Member shall be able to use all of the information and files, including screen, audio captures, and recordings provided by Hikari JS through Service, only in the manner provided within Service. Member shall not be allowed to use in any other way (including, but not limited to reproduction, distribution, transfer, and automatic public transmission).
2. Member shall not share any information and files, including screen, audio captures, and recordings provided by Hikari JS through Service, with the third parties without the permission from the right holder. Similarly Member shall not allow the third parties to use them (including, but not limited to reproduction, distribution, transfer, and automatic public transmission).
3. Members shall allow Hikari JS to use the intellectual property rights (including, but not limited to copyright, design rights, patent rights, utility model rights, trademark rights, and know-hows) to any materials (both tangible and intangible) created by Member as part of the Service. Consent is given to Hikari JS to use Member's intellectual property rights for the purpose of publicity and business introduction, voluntarily without charge. Member also agrees that Hikari JS will not display the name of the Member who is the copyright holder. In addition, Hikari JS is granted to use a recording video during a lesson and retouch Member's face, so that the face can't be identified, for the purpose of publicity, advertising, business introduction, without permission and charge.
4. Members shall not infringe on the copyright or other rights of any third party to create materials as part of Service.
5. If a dispute arises in violation of Agreement, Member shall resolve the dispute and indemnify for damage at his expense and responsibility.

Article 11 (**Other Rights**)

1. All programs, software, materials, services, procedures, trademarks, trade names, associated technology, and associated all rights shall belong to Hikari JS or its contractors.

Article 12 (**Suspension of Service**)

1. Hikari JS may suspend or terminate Service, and shall not be responsible for any matters related to the suspension of Service if any of the following apply.
 - (1) When Hikari JS periodically or urgently maintains the system of Service.

- (2) When Hikari JS is unable to provide Service as usual due to war, riot, civil commotion, labor disputes, earthquakes, eruptions, floods, tsunamis, fires, power outages or other emergencies.
 - (3) When malfunction of the system that provides Service occurs.
 - (4) When Hikari JS deems it necessary to suspend Service for operational purposes.
 - (5) When it is technically difficult or impossible to provide Service.
2. If Hikari JS suspends the operation of the Service in accordance with the provisions of the preceding paragraph, Hikari JS shall notify Member of that effect in advance. However, this does not apply in the event of an emergency.

Article 13 (**Disclaimer**)

1. Hikari JS does not guarantee the completeness, accuracy, certainty, usefulness, etc. of the contents of Service, and information obtained by Members through Service.
- 2.
3. Hikari JS shall not be liable for any damage to Member or the third parties arising from the provision of Service, delay, change, interruption, suspension, cessation or abolition of Service, loss of information given through Service, etc., or any other damage caused in relation to Service, except as otherwise specified. However, this does not apply in cases where the default of Company is caused by intentional or gross negligence.

Article 14 (**Compensation for Damages**)

1. If Member has caused damage to Hikari JS by a wrongful act or in violation of Agreement, Hikari shall be able to claim appropriate compensation for damages against Member..
2. If Member has caused damage to a third party through the use of Service, Member shall resolve this at its own risk and shall not give any liabilities to Hikari JS.
3. If Hikari JS indemnifies one for damage under Agreement, Hikari JS's liability to Member shall be limited to the amount of money the member paid for the goods or Services that constitutes the cause of the liability (in the case of a monthly plan, the monthly fee may be compensated) in any case. In no event shall Hikari JS be liable for any other damages. However, this does not apply if the default is caused by the intentional or grossly negligent default of Hikari JS.

Article 15 (**Competent Court**)

1. In the event of a dispute between Hikari JS and a Member in relation to Service, the parties concerned shall consult with each other in good faith.

2. If the dispute is not resolved even after consultation, the Tokyo District Court shall have exclusive jurisdiction of the first instance.

Article 16 (**Governing Law**)

The formation, validity, performance and interpretation of Agreement shall be governed by the laws of Japan.