

Cambridge International Systems Lesson Service User Policy

Tokyo Cambridge International Co. Ltd. (also known as as "Cambridge International Systems") (hereafter referred to as "Service Provider") has established the following User Policy (hereafter referred to as "User Policy") for users (hereafter referred to as "User") of the online lesson service (hereafter referred to as "the Service") provided by the Service Provider. The User Policy shall be governed by the following terms and conditions. The User is required to register for the Service after confirming and agreeing to all the terms and conditions of this User Policy.

Article 1 Scope of Terms and Conditions

1. The scope of this agreement shall include the contents of the Service Provider's homepage, as well as the contents sent by the Service Provider to the User by e-mail, etc.
2. The Service Provider may need to change the contents of this agreement from time to time. In that case, the Service Provider shall notify the User of the contents and timing of the change by an appropriate method.
3. If there are individual provisions separate from this User Policy, those individual provisions shall take precedence over this User Policy.

Article 2 Membership

The User is defined by the following memberships

1. Free Trial Member

The Service Provider shall provide one free trial lesson so that the User can decide whether to register as a regular member. Even if the User access the trial content and/or takes the free trial lesson, the User is not obligated to register as a regular member.

2. Regular Member

As a paying member, the User can use this service by paying the monthly fee specified on the homepage, by accessing the system course contents, and by reserving the lesson date and time the User wishes to take from the online lesson schedule on "My Page".

Article 3 Formation of Contract

1. Upon confirming and agreeing to all of the terms and conditions of this User Policy, the User shall complete and submit the registration for the Service online.

2. Upon completion of the registration described in the preceding paragraph, the User Policy shall be established between the Service Provider and the User, and the User may use the Service in accordance with the User Policy.

Article 4 Protection and Disclosure of Personal Information

The rules for protection and disclosure of personal information shall comply with the privacy policy posted on the Service Provider's website.

Article 5 Continuation of Contract

1. The Service provided by the Service Provider is on a monthly fee basis, and the User must pay the set tuition fee to the Service Provider by the due date of each month until the User withdraws from the service or submit a notice of suspension to the Service Provider.
2. Monthly fees are due one month after the initial date of enrollment, and each and every subsequent month on the same date, starting from the date of admission as a regular member.
3. If payment is not made within five business days of the payment date, a late fee of 1,500 yen (tax not included) will be charged as an administrative fee.
4. The User shall pay the course fee for this Service by the method determined by the Service Provider. Upon confirmation of payment of the course fee, the Service Provider shall start providing the Service as soon thereafter according to the contract.
5. If the User wishes to change the contents of the contract (number of courses etc), the User must notify the Service Provider in writing at least three business days prior to the next payment date. Please note that no such as changes can be made during the following periods as the Service Provider office will be closed: April 29th – May 5th and December 29th – January 3rd. In such cases, the User must notify the Service Provider three business days prior to those periods for changes to be made.
6. The Service Provider office will be closed from April 29th to May 5th and from December 29th to January 3rd each yea. In case of additional holidays, the Service Provider will give at least one month's advance notice to the User. Please note that during these periods, teacher availability may be limited.

Article 6 Contents of the Service

1. Course contents are provided through the system of the Service Provider as per the contract registered course(s).
2. Online lessons are provided using an Internet video call service designated by the

Service Provider.

3. Lesson duration: 25 minutes in principle.
4. Teachers will be carefully selected based on the Service Provider's teacher hiring criteria. If a teacher is absent suddenly, the Service Provider reserves the right to change the teacher. Although, there is importance placed on continuity of teachers, the Service Provider may not be able to guarantee continuity depending on the teacher's schedule.
5. Provision of free trial lesson and level check before official lesson start
When the Service Provider approves, the Service Provider shall provide one lesson (25 minutes) to the User free of charge.
6. Courses and Fees
 - a. Courses and fees (including tax) will be clearly indicated on the Service Provider's homepage.
The fee will be indicated as a monthly amount, and will vary depending on the course(s) contracted.
 - b. Additional web lessons can be purchased via a ticket system. Tickets need to be used within 60 days of purchase.
7. Lesson reservation and time
 - a. The contract allows for four monthly web lessons per course which can be booked using the online booking system.
 - b. If the User wishes to cancel a lesson reservation, they must cancel their reservation through the booking system at least 60 minutes before the lesson start time.
8. Cancellation of lesson
 - a. If the User cancels their reserved lesson, the user can reschedule the date and time of the lesson.
If the User does not schedule and use all their allotted web lessons during the month, the system automatically rolls over up to 25% of the contracted number of lessons. So in the case of 4 lessons per month, up to 1 lesson can be rolled over to the following month.
 - b. If the User is not on time for the lesson, the teacher in charge will wait for 10 minutes. After that time, the lesson is considered to have been completed.
 - c. In the case where the Service cannot be provided to the User due to reasons on the side of the Service Provider, the Service Provider will notify the User immediately and provide the User with a replacement lesson. The Service Provider will extend the validity period of the lesson for one month.

- d. If the lesson cannot be taken due to a system failure on the part of the User, the lesson will be deemed to have been taken.
 - e. If the lesson is not cancelled at least 60 minutes before the start time, the lesson will be considered taken.
9. Progress report (grade report)
- Progress reports are provided under the heading “Learning History” in the system.
10. Prohibition of Transfer of Rights to a Third Party
- The User may not transfer the right to take lessons to a third party, nor may a third party use that right to take lessons.

Article 7 Matters not covered by the Service

1. The User shall be responsible for preparing the equipment necessary to receive the Service. However, the Service Provider shall, at the request of the User, provide the necessary information to the User to the extent of the Service Provider's knowledge, but shall not be responsible for the results of such provision.

Article 8 Limitation of Liability under this Service

1. Whilst the Service provides educational content, the Service does not guarantee any particular learning outcomes.
2. The Service Provider shall not be liable for any loss incurred by the User in the event that the User fails to receive any communication from the Service Provider due to an error in the registration of personal information by the User.
3. The Service Provider is not responsible for any system failure or non-performance of the Service that is not attributable to the Service Provider.
E.g.: system trouble on the User’s side, failure of provider, internet, and/or video call tool, power outage, effect of natural disaster, etc.
4. The Service Provider shall not be responsible for any damage caused by the User’s failure to comply with the procedures, security measures, etc. specified by the Service Provider.

Article 9 Compliance with Copyrights

1. With respect to the materials provided by the Service Provider in connection with the Service, either the User or the Student must not
 - a. Copy (reproduce) any copyrighted work.
 - b. Perform or perform any performance of the copyrighted work.
 - c. Show the copyrighted work on screen [screening right]

- d. Exhibit a work of art or photography from the copyrighted work [exhibition right]
- e. Release the copyrighted work through broadcasting, cable broadcasting, uploading to a website, etc.
- f. Transfer or rent the copyrighted work
- g. Creating derivative works by translating, arranging, transforming or adapting the copyrighted work

Article 10 Termination of Contract before the Expiration

1. Application of the cooling-off system

The User may cancel the service contract in writing (email) within 8 days after receiving the course confirmation email.

- 2. If the User requests cancellation of the contract after the cooling-off period has passed, the Service Provider will not refund any fees already paid for this service, as this service is provided on a monthly basis.

Article 11 Cancellation and Suspension

1. Cancellation

If the User wishes to cancel the Service, the User must notify the Service Provider in writing at least three business days before the next payment date. In this case, the User will not be billed for the following month.

If the User has not paid the monthly fee for one month after the self-suspension expires, the User will be automatically withdrawn.

2. Suspension

a. If the User wishes to suspend the Service for a period of time, the User must notify the Service Provider in writing at least three business days prior to the next payment date.

b. If the User does not complete the suspension procedure three business days prior to the next payment date, the User must pay the tuition fee for the next month.

c. The maximum period of suspension shall be six months per year, and suspension shall be done in units of one-month.

d. Once the User has completed the suspension, they will be re-enrolled on the day the suspension ends and payment will be due. Please note if the suspension occurs during an office holiday or non-business day, then access to the system will be suspended on the last day prior to the holiday or non-business day. Ex. If suspension would ordinarily occur on December 30th, access to the system will be until December 28th.

- e. If a student has already taken a suspension, at least six months must elapse before another suspension period can be taken.
- f. Lessons cannot be reserved and course contents cannot be accessed during the suspension period.

Article 12 Responsibilities of the User

1. The User must provide accurate personal information to the Service Provider within the scope of the application form.
2. The User must promptly update the Service Provider through the system of any changes in the User's information (contact telephone number, e-mail address, etc.).
3. In order to use the Service, the User must prepare at the User's own expense an appropriate computer, software, accessories, and internet environment, and must manage them at the User's own risk.
4. The User must make sure that the video call tool specified by the Service Provider is working properly on their computer environment.
5. The User must click the "Start Lesson" button 3 minutes before the lesson official start time, and wait until the teacher gives permission to enter the classroom.
6. The User must not exchange any personal information with the teacher.
7. The User shall not solicit teachers by any means.
8. The User shall not transfer to a third party any educational materials or data provided by the Service Provider without the permission of the Service Provider.
9. The User shall pay the tuition fee in accordance with the terms and conditions of the Service Provider by the date specified by the Service Provider
10. In the event that the User does not notify the Service Provider of any suspension or withdrawal and the monthly fee has not been paid, the Service Provider shall have the right to charge the User for the period of unpaid fees. If the User has not paid the monthly fee for more than one month, the Service Provider may suspend the Service.
11. The User must complete all the web lessons of the contract before the expiration date of the contract.
12. The User is responsible for making lesson reservations and cancellations.

Article 13 Suspension of the Service by the Service Provider to the User

1. In the event, the User terminates or suspends the contract.
2. In the event, the User, or if the User is a minor, the User's parent or guardian is unable to pay the course fee

3. In the event, there is no payment of the tuition fee from the User.
4. In the event that the User violates any terms of the User Policy.
5. In the event of a false report.
6. In the event, the User sabotages with the Service.
7. In the event, there is a violation of law or ordinance.
8. In the event the User infringes the copyright of the Service Provider.
9. In the event, there are other reasons similar to the preceding items, and it becomes difficult for the Service Provider to continue the Service.

Article 14 Claim for Damages against the User

If the User, for any reason whatsoever, provides any image capture, video recording, or audio recording of the Service to a third party, or makes such information available to a third party, the Service Provider shall claim compensation for damages suffered by the User, regardless of the User's intentional or negligent conduct.

Article 15. Disputes between the Service Provider and the User

1. In accordance with the purpose of this agreement, the Service Provider and the User shall consult with each other in good faith to settle any matter that is not stipulated in this agreement and any matter of difference in interpretation of the contents of this agreement.
2. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes related to the User Policy.
3. The User Policy shall be governed by and construed in accordance with the laws of Japan.

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