

e-Learning Service Terms of Use

These Terms of Use ("Terms" hereinafter) establish the following terms and conditions regarding use of the e-learning service ("Service" hereinafter) provided by ClassNK Consulting Service Co., Ltd. ("Company" hereinafter). These Terms must be read in full and consented to before using the Service.

Article 1. Scope

1. These Terms apply to business enterprises and other corporate organizations having their employees and other personnel use the Service ("User Organizations" hereinafter) and to the Company.
2. If the Company establishes individual provisions in connection with these Terms regarding the Service, then those individual provisions shall constitute a part of these Terms. If the content of these Terms and such individual provisions differ, then the individual provisions shall take precedence.
3. User Organizations shall ensure that the Users (as defined in Article 2) comply with these Terms of Use, and shall agree in advance without objection that the acts of the Users shall be deemed to be the acts of the User Organizations.

Article 2. Definitions

The terms used in these Terms are defined below.

- (1) "Administrator" refers to a staff member of the User Organization desiring to use the Service, for which an application for registration has been made for purposes of using the Service as described in Article 3 of these Terms.
- (2) "Trainee" refers to a person undergoing e-learning training using the Service.
- (3) "Users" refer in general to Administrators and Trainees using the Service.
- (4) A "Course provided" refers to an individual e-learning course provided through the Service.

Article 3. Appointment of an Administrator

1. The Administrator for the Service shall apply to use the Service after consenting to these Terms and applying for registration as the Service Administrator through the procedures established by the Company.
2. An Administrator shall be specified for each the Course provided using the Service.
3. The Administrator shall notify the Company properly, through the Company's specified procedures, of any change in registered information.

Article 4. Application for use

1. An Administrator may apply to the Company to register for use of the Service by consenting to comply with these Terms and submitting the information designated by the Company ("Registration Information" hereinafter) on the Company's designated document ("Application for Use").
2. Based on its own criteria, the Company shall determine whether or not to approve registration of the User Organization. If the Company approves such registration, then the Company shall notify the Administrator thereof. Registration of the User Organization shall be complete upon notification by the Company as described in this Paragraph.
3. The Company shall register the User for the Service based on the Registration Information on the Application for Use ("Initial Registration" hereinafter). These Terms shall be concluded between the User Organization and the Company upon the completion of the Initial Registration, and thereafter the User may use the Service in accordance with these Terms.
4. If the User Organization meets any of the descriptions enumerated below, then the Company may refuse registration or renewal of registration, with no obligation to disclose the reason for such a decision.
 - (1) All or part of the Registration Information submitted to the Company is false, misstated, or incomplete
 - (2) The Company has determined that the User Organization falls under antisocial forces (hereinafter, this refers to organized crime, companies affiliated with organized crime, *sokaiya* racketeers, or similar parties or members thereof) or has any kind of interaction with or involvement in antisocial forces
 - (3) The Company has determined that the User Organization has violated an agreement with the Company in the past or is related to such a violator
 - (4) It has been subject to the measures described in Article 10 of these Terms
 - (5) The Company has determined that registration of the User Organization would be inappropriate for other reasons

Article 5. Period of use

1. The period of use of the Service shall be the period from the time the Company notifies the User of his or her login ID and password ("Starting Date of Use" hereinafter) through the 12 months thereafter.
2. After the end of the period of use, the Company shall cease providing the Service to the User. At that time, the User's login ID and password will be deleted, and the User will no longer be able to reference his or her results and

certificates.

Article 5-2. Probation

1. The Company may issue a demo account to a company considering applying for the Service, which allows the company to experience limited functions of the Service free of charge or at a favorable usage fee within a certain trial period.
2. A company that has been issued a demo account may use the account to experience certain functions of the Service only during the trial period set by the Company.
3. If no application is made during the trial period, the Demo Account will be deleted. Unless there are special circumstances, the trial period will not be extended.

Article 6. Issuance of IDs and passwords

4. At the time of completion of Trainee registration for each Course provided, the User will be issued the necessary number of IDs and passwords for use of the Service (and an Administrator ID and password for the Administrator). The maximum number of Trainee IDs to be issued shall be the number of users for the Course provided.
5. A User may change a password issued to him or her by the Company. The Company shall not disclose to any other party a password changed by a User without the User's consent.
6. The Company shall grant authorization to use the Service through the ID and password issued to a User as of the Starting Date of Use.

Article 7. Management responsibilities of Users

1. A User shall be responsible for managing him or herself the ID and password issued by the Company for the Service and may not permit the use by any third party of such ID and password, transfer them, lend them, or pledge them as security to any third party.
2. The Company shall not be liable for any damage suffered due to errors in the use of an ID or password, improper use thereof by a third party, or similar causes.
3. Trainees shall submit any inquiries regarding the Service to the Administrator. The Company shall accept inquiries only from the Administrator. It shall not accept inquiries directly from Trainees.
4. In the event of a change in the Registration Information (name, email address, date of birth) after Initial Registration, the Administrator or the Trainee shall revise the Registration Information.

Article 8. User status and prohibitions

1. By using the Service, the User shall be deemed to have consented to these Terms. At the same time, the User shall acquire the status of a User of the Service.
2. The User must not commit any of the following acts:
 - (1) Violating the copyright, trademark rights, other intellectual property rights, or other rights of the Company or any third parties other than the User
 - (2) Permitting a third party other than the User to use the Service in violation of these Terms
 - (3) Placing an excessive load on the network, computer system, or other aspects of the Service
 - (4) Impeding the operation of the Service
 - (5) Using the Service posing as a third party other than the User
 - (6) Acts in violation of public order and decency
 - (7) Providing gains to antisocial forces
 - (8) Other acts that are, or might be, in violation of domestic or foreign laws or regulations
 - (9) Other acts judged by the Company to be inappropriate
3. In this service, the User agrees in advance that the actions of the User shall be considered as the actions of the User Organizations.

Article 8-2. Usage fees

1. The User Organizations shall be obligated to pay the Company the prescribed usage fees by the date designated by the Company during the usage period of the Service.
2. The usage fees, payment due date and payment method for the Service shall be specified on the dedicated website for the Service.
3. The Company may revise the usage fees for the Service. In this case, the Company shall set a notice period of at least thirty (30) days and give the User Organizations advance notice of the revised usage fees and the effective date of the revision by posting on the website mentioned in the preceding paragraph.
4. In the event of a revision of the usage fees in accordance with the preceding paragraph, the User Organizations shall pay the revised usage fees to the Company during the contract period after the effective date.
5. The Company shall not refund the usage fees paid by the User for any reason whatsoever, except in cases falling under Article 18 (Discontinuation of the Service).

Article 9. Interruption or suspension of Service provision

1. In any of the cases enumerated below, the Company may interrupt or suspend provision of the Service, in whole or in part. The User Organization will not be exempted from payment of the usage charges even in the event that the Company has interrupted or suspended provision of the Service.
 - (1) When the equipment used for the Service, or lines leased from a telecommunications service provider for the Service, are disconnected from the Internet for reasons such as maintenance or other work on the telecommunications equipment or other associated equipment of the telecommunications service provider
 - (2) When a cloud service provider has suspended its provision of cloud services to the Company
 - (3) When the power supply to the Company or its telecommunications service provider is interrupted by the power company or in other unavoidable cases
 - (4) When interruption or suspension of Service provision is unavoidable due to a natural disaster, other case of force majeure, or other reasons for which the Company is not responsible
 - (5) When repairing a failure of the system, server, or other equipment necessary to provide this service
 - (6) When conducting planned maintenance to facilitate the smooth operation of the Service ("planned maintenance" hereinafter)
 - (7) If the Service has been unauthorized accessed or attacked by a third party, or has been intercepted in the communication route, or is suspected of being so.
 - (8) When the Company judges that there is a need to interrupt or suspend the Service for other reasons
 - (9) When the usage charges have not been paid for reasons attributable to the User Organization
 - (10) When the User Corporation has committed or is likely to commit a prohibited act as described in Article 8.2.
2. Efforts will be made to conduct planned maintenance during the daytime (10:00 am - 6:00 pm Japan time) on a weekday, roughly once every three months
3. The User shall be notified in advance of an interruption or suspension of provision of the Service. However, in an emergency, the Company shall interrupt or suspend Service provision without prior notice and notify the User properly after the fact.

Article 10. Cancellation of registration

If the Company has determined that a User meets any of the descriptions enumerated below, then the Company may cancel the usage agreement, in whole or in part, without any need to notify or warn the User Organization in advance.

- (1) It has modified or deleted any content of the Service or information available through the Service
- (2) It has violated a law, regulation, or public order and decency, or acted in ways detrimental to the Company or any third party
- (3) It has acted in ways connected to, or that could lead to, criminal acts such as fraud
- (4) It has acted in ways that impede the operation of the Service by the Company
- (5) It has not paid the usage charges or is unable to pay them properly
- (6) It has violated the provisions of Article 17 or these Terms in other ways and has not rectified such violation despite being asked to do so
- (7) It has committed a serious and unrecoverable violation of the content of these Terms
- (8) The Registration Information it has submitted to the Company in connection with use of the Service is not factual

Article 11. Configuration and maintenance of the User Organization's equipment

1. The User Organization shall, at its own cost and under its own responsibility, make the necessary settings to its equipment in accordance with the conditions specified by the Company and maintain its equipment and an environment for use of the Service.
2. The User Organization shall, at its own cost and under its own responsibility, connect its equipment to the Internet using a telecommunications service provider.
3. The Company shall not be liable for the User Organization's equipment or for the environment or Internet connection described in the two preceding paragraphs.

Article 12. Handling of confidential information

1. The User Organization and the Company shall appropriately manage technical, marketing, or other information that has been disclosed by the other party for purposes of use or provision of the Service and judged as requiring handling reasonably as confidential ("confidential information" hereinafter), take other necessary measures to prevent its disclosure or leakage to any third parties, and shall not use such information for purposes other than those of the use or provision of the Service. However, information disclosed that meets any of the descriptions below shall not be considered confidential information:
 - (1) Information that already was public knowledge
 - (2) Information obtained from a properly authorized third party after it was disclosed by the other party
 - (3) Information that can be shown to have been developed independently by the receiving party without relying on information disclosed by the other party

- (4) Information that became public knowledge through no fault of the receiving party
- (5) Information already known by the receiving party before it was disclosed by the other party
- 2. Notwithstanding the provisions of the preceding paragraph, the User Organization or the Company may disclose confidential information that it is obligated to disclose as demanded under laws or regulations. However, except when doing so is unfeasible for unavoidable reasons, promptly after receiving such a demand, it shall notify the other party thereof and provide the other party with an opportunity to respond to the demand.
- 3. Notwithstanding the provisions of Paragraph 1, as it judges necessary, the Company may disclose to KDDI Digital Security Inc. ("Subcontractor" hereinafter) confidential information within the scope necessary for the services subcontracted to the latter. However, the Company shall ensure that the Subcontractor bears the same obligations regarding nondisclosure of confidential information as those borne by the Company under this Article.
- 4. The provisions of this Article shall remain in effect even after the termination of use of the Service.

Article 13. Handling of personal information

- 1. The Company shall use personal information included in marketing or other business information provided to it by Users through use or provision of the Service (hereinafter, this refers to "personal information" as defined in the Act on the Protection of Personal Information) solely within the scope of purposes for use or provision of the Service and shall not disclose or divulge such information to any third party. In addition, the Company shall comply with the Act on the Protection of Personal Information with regard to personal information.
- 2. The Company shall use personal information solely for the purposes of investigation, study, planning, etc. intended to facilitate smooth Service provision, manage Users, bill for usage charges, and improve the Service, and shall not use such information for any other purpose.
- 3. Notwithstanding the provisions of the preceding paragraph, the Company may disclose personal information to the Subcontractor, subject to the same obligations specified in this Article, when entrusting to the Subcontractor some tasks such as answering questions or operating the system as part of the Service.
- 4. The Company may use information collected through use of the Service by Users (hereinafter, this refers to information such as access log and use log data) within the scope necessary for the Service or related services or for the Company's business operations (including preparation of statistical materials and provision to third parties within the scope necessary for such operations), after first taking appropriate measures to ensure that the User and individuals affiliated with the User cannot be identified from such information (i.e., processing such information appropriately so that it no longer qualifies as personal information).
- 5. The provisions of this Article shall remain in effect even after the termination of use of the Service.

Article 14. Compensation for damage

- 1. The scope of the Company's liability for compensation for any damage to the User Organization with regard to use or provision of the Service, regardless of whether such compensation is claimed for reason of nonperformance of obligations, unlawful acts, or any other reason, shall be limited to ordinary damage actually suffered by the User Organization, for reasons for which the Company is responsible, and the amount of compensation for the damage shall not exceed the amount below. The Company shall not be liable for compensation for any damage arising for reasons for which the Company is not responsible, damage arising due to special circumstances regardless of the cause thereof or whether or not the Company could have foreseen them, indirect damage, or lost profits.
 - The amount equivalent to the usage fees already received retroactive to the past 12 months of the usage contract that caused the damage.
- 2. Notwithstanding the preceding paragraph, in the event that the User or a third party incurs damages due to the User Organization's inability to use the Service for reasons attributable to the Company (hereinafter referred to as "Unavailability"), and if any of the following items apply, the Company shall be liable for damages within the scope of the damages specified in the preceding paragraph and up to the amount of the monthly usage fee paid by the User Organization to the Company. If the User Organization is unable to use the Service, the Company shall be liable for damages up to the amount of the monthly usage fee paid by the User Organization to the Company.
 - (1) When the unavailability of the Service continues for 24 hours or more (excluding holidays) from the date and time that SOFTBANK TELECOM becomes aware that the Service has become unavailable.
 - (2) When the total number of hours of unavailability in the month in which the unavailability occurred exceeds 48 hours.
- 3. "Unavailability" in the preceding paragraph does not include cases where the provision of the Service is suspended or terminated in accordance with the provisions of Article 9 of these Terms.
- 4. The Company may, at its sole discretion, take any of the following measures in lieu of the payment of compensation for damages as provided in these Terms, and the User Organization and the User shall not object to such treatment.
 - (1) Set off the monthly usage fee for the month following the month in which the event subject to said compensation for damages occurred against the amount of said compensation for damages (reduce all or part of the monthly usage fee).
 - (2) The term of use of the Service will be extended free of charge for the number of months in which the event that is the subject of the damages occurred.

Article 15. Disclaimers

1. The Company's responsibility for the use or provision of this service shall be limited to the contents set in the previous article, regardless of the reason. The Company shall not be liable for the restoration of data, etc., compensation for damages, or any other damages incurred by the User Organization due to any of the following reasons, regardless of default, tort, or any other cause of claim.
 - (1) Natural disaster, rioting, unrest, or other cases of force majeure
 - (2) Failure of the User's equipment or failure of the User's connection environment, such as problems with Internet connection services between the User and the equipment used by the Service
 - (3) Problems or defects in the Service
 - (4) Damage to hardware, data, etc. arising due to use of the Service
 - (5) Suspension by a cloud service provider of the provision of cloud services to the Company
 - (6) Infection of the equipment used by the Service by a computer virus of a type for which the third-party provider of antivirus computer software installed by the Company has failed to provide resources such as virus patterns or virus definition files
 - (7) Unauthorized access, attacks, or monitoring of telecommunications channels by a third party directed at the equipment used by the Service and which could not be prevented despite exerting the due diligence of a good manager
 - (8) Compulsory disposition under the provisions of Article 218 of the Code of Criminal Procedure (seizure, investigation, or verification under a warrant) or the Act on Wiretapping for Criminal Investigation, or other compulsory disposition under a court order, laws, or regulations
 - (9) Other reasons for which the Company is not responsible
2. The Company shall not be liable for any kind of damage falling under the enumerated below.
 - (1) Damage due to Internet connection service performance, such as response times from the equipment used by the Service
 - (2) Damage due to the User's failure to follow the procedures etc. established by the Company
 - (3) Damage due to operating systems, databases, hardware, or other resources used in the equipment used by the Service that were not produced by the Company
 - (4) Damage due to problems with telecommunications service provided by a telecommunications service provider
 - (5) Any other damage suffered by the User or the User's customers in connection with use of the Service
3. The Company shall not be liable for any disputes arising between the User and any third party regarding copyright or other intellectual property rights as a result of the use of the Service by the User.
4. The Company shall make no guarantee with regard to completeness, accuracy, usefulness, availability, or other matters related to information obtained through using the Service, use of the Service itself, or the results thereof.

Article 16. Copyright

1. The User may not, without the consent of the rights holders, reproduce, resell, republish, or use for any other purposes, through any means, any information provided through the Service beyond the extent of the personal use of the User him or herself pursuant to the Copyright Act.
2. The User may not, without the consent of the rights holders, permit any third party to use or publish any information provided through the Service, through any means.
3. The User and the User Organizations shall, at its own cost and responsibility, resolve any problems arising from its violation of the provisions of this Article and ensure that the Company suffers no inconvenience or damage as a result.

Article 17. Exclusion of antisocial forces

1. The User Organizations and the Company hereby declare that they do not now, and guarantee that they will not in the future, meet any of the descriptions enumerated below:
 - (1) Organized crime, members of organized crime, quasi-members of organized crime, a person and a company involved in organized crime, *sokaiya* racketeers, racketeers posing as social or political movements, or other antisocial forces (referred to collectively as "antisocial forces" hereinafter)
 - (2) Corporations or other organizations in which antisocial forces effectively participate in their management
 - (3) Parties having ties to antisocial forces, such as through the provision of funding or other conveniences to such forces
 - (4) Parties having socially unacceptable ties to antisocial forces
2. The User Organizations and the Company hereby declare that they are not now committing, and guarantee that they will not in the future commit, any of the acts enumerated below, either themselves or through any third parties:
 - (1) Making violent demands or improper demands in excess of legal liability
 - (2) Using threatening speech or behavior, or using violence
 - (3) Harming trust in the other party or impeding its business by spreading rumors or through the use of fraud or influence
 - (4) Other acts similar to those enumerated above

Article 18. Discontinuation of the Service

In either of the cases enumerated below, the Company may discontinue the Service in whole or in part and release these Terms of Use, in whole or in part, as of the date of such discontinuation. However, the provisions displayed on the Company website or in the latest informational notice from the Company shall apply to the handling of the content of the Service, and even in such a case, handling in accordance with the content of the Terms of Use at the time of its conclusion shall not qualify as discontinuation under the provisions of this Article.

- (1) When it has notified the User thereof at least 60 days prior to the discontinuation
- (2) When it is unable to provide the Service due to a natural disaster or other case of force majeure

Article 19. Amendment etc. of these Terms

1. The Company may change these Terms of Use at its sole discretion without the consent of the User. In this case, the terms of use of the Service shall be based on the revised Terms of Use. Such changes shall become effective at the time of notification by e-mail to the address notified to the Company in advance, by general posting on the Service, or by any other method deemed appropriate by the Company.
2. The Company shall not be held responsible for any disadvantage or damage incurred by the User Organizations due to changes in the Terms of Use..

Article 20. Ownership of rights

Copyright, patent rights, trademark rights, design rights, know-how, and other intellectual property rights, as well as any other rights, to the Service and materials etc. prepared in connection with the Service shall belong to the Company.

Article 21. Prohibition of transfer etc.

The User Organizations may not, without the prior written consent of the Company, engage in acts such as transferring or pledging as security its status under these Terms, or any rights and obligations arising under these Terms, to any third party.

Article 22. Communication, notifications

1. Inquiries and other communications or notifications from Users to the Company regarding the Service shall be made in the manner determined by the Company.
2. Notification from the Company to the User Organizations or the User shall be made, at the Company's discretion, by sending the content of the notification to the e-mail address of the administrator notified at the time of application for use or by posting it on the dedicated website of the Service.

Article 23. Governing law and court with jurisdiction

3. These Terms and individual provisions concerning the Service shall conform to and be interpreted under the laws of Japan.
4. The Tokyo Summary Court or the Tokyo District Court, depending on the amount involved, shall be the exclusive court of first instance for any disputes between the Company and the User regarding these Terms or the Service.

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