

Incollex On-line Lesson Japanese Business Etiquette

Terms of service

Incollex Co.,Ltd (hereinafter, "We") sets the agreement applied between the user (the person that applied to us for using this service and be approved by us and who acquired the user qualification, or the person who tries to acquire the user qualification) and us regarding the user uses all service which is provided by us named "Japanese Business Etiquette of the On-line lesson" (hereinafter, "this service").

To use this service, the user must read the full text of these terms and then agree to these terms of service. Besides, we assume that the user has agreed to the contents of these terms of service at the time of applying for registration for this service.

Article 1 (The scope of the agreement and change)

1. This agreement is applied to us and the users regarding using this service. When the user uses this service, we assume that this agreement is obeyed sincerely.
2. We assume that we can change the term of service without getting the user's consent. A changed the terms of service comes into the force at the moment indicated on the website, and we assume that the user accepts beforehand that its effect is applied to all users.

Article 2 (User registration)

1. The person who hopes for user registration (hereinafter, "user applicant") will register this service with the procedure that we set. We assume that the user applicant confirmed the following matter and agreed in case of registration of this service.
 - (1) To register with this service by the On-line procedures that we set after reading this agreement carefully and consenting to the contents, (SuperSaas reservation system).
 - (2) To pay the fee for use by the means of settlement that we set (PayPal).
 - ※ We shall not charge the fee before the user purchases some points.
 - (3) To register the name, an email address, and other paragraphs with fact and correctness. After registering, keep this established information strictly by the user's responsibility.
 - (4) To confirm the device and the communication environment do not interfere with the

use of this service.

- (5) To obtain the guardian's consent when the user applicant is underage.
- (6) To be included in the lecturers who offer the lessons that don't have the skill about multi-lingual
- (7) We exhibit the information necessary for the lesson by the user applicant registered to a lecturer.

2. We may not accept registration without notifying the user if it is identified that the user falls under any of the below mentioned conditions after registration, and may be deleted at that time.

- (1) If the user applicant doesn't exist.
- (2) If the user applicant has already registered for this service.
- (3) If contact can't be made with any address such as email that the user applicant has registered.
- (4) If the user applicant has been suspended or revoked due to a violation of this agreement in the past.
- (5) If there is a false statement submitted to us during user registration
- (6) If the user is an obstacle to the smooth operation of this service.
- (7) If the credit card specified by the user has been suspended.
- (8) If we determine that it is inappropriate to accept the user applicant.

Article 3 (Change in the registration information)

If the information notified to us during the user registration procedure has changed, the user shall promptly change the registered information by himself from the user settings on this site.

We shall not be liable for any disadvantages or other burdens caused by the user's neglecting to modify the preceding paragraph.

Article 4 (Handling of user information)

1. The personal information notified to us during the user registration procedure and the information about the user acquired by this service are registered as personal information in the database managed by us, and we manage the registered information as personal information, In the following cases, we may disclose or provide specific personal information to a third party.

- (1) When the user's consent is obtained
- (2) When disclosure or provision is requested by a public institution

- (3) When providing in a state where the individual cannot be identified
- (4) When this service is transferred to a third party
2. The user understands that if the user sets the real name in zoom instead of the nickname, the user will be called the real name by the lecturer in the lesson.
3. The user understands that the lecturer will be informed about the information needed in the lesson.

Article 5 (Management of a user ID and a password)

1. Upon use of the reservation management system of this service, the user shall use the user ID and the password has been created by the user at the time of user registration procedure and reservation.
2. Zoom meeting ID and password required on the day of the lesson will be the one sent in advance by email from our lecturer.
3. The user shall be responsible for managing all user IDs and passwords in the preceding paragraph. The user shall be liable for damages due to insufficient management of the user's password, error in use, use by a third party, etc., and we shall not be liable.
4. In the unlikely event that the user ID / password described in paragraph 1 above has been stolen or forgotten, or if it has been identified that it is being used by a third party, the user must notify us immediately. If the user ID / password described in paragraph 2 is stolen or forgotten, or if it is identified to be used by a third party, the user shall notify the lecturer in charge of the lesson and follow the instructions of the lecturer.

Article 6 (Prohibition in this service)

1. The users and third parties must not perform any of the following or any other actions that may lead to such actions.
 - (1) Acts that infringe the rights of our company, this site, and this service
 - (2) Criminal acts and acts that lead to crime
 - (3) Acts that are contrary to public order and morals
 - (4) Acts that interfere with the operation of this service
 - (5) Acts that violate or may violate the law
 - (6) Defamation, acts that damage credibility and honor, and harassment to other users,

our company, our staff, and lecturers

(7) Acts that financially distress or psychologically damage or cause to other users, our company, our staff, and lecturers.

(8) Sales activities, development, and commercial purposes and activities used for its preparation.

(9) Acts that infringe on the copyrights, patent rights, trademark rights, portrait rights, and privacy of our company and lecturers.

(10) Harassment of the lecturer or bad behavior that interferes with the lesson progress

(11) Acts to pry the employment conditions of the lecture and the Company's confidential information

(12) Acts of solicitation to take any work to the lecturer

(13) Acts of attempt to personally contact the instructor, whether online or offline

(14) Recording lessons, uploading lessons or lecture images on the Internet, sharing with third parties and providing to them. .

(15) Use of user ID / password by multiple users.

(16) Acts of transferring or lending the right to use this service to another person

(17) Any other activities that the company is determined to be unsuitable.

2. It is the discretion of us to judge whether it corresponds to the prohibited act in the preceding paragraph. We are not liable for the judgment in this paragraph.

3. If the user causes damage to us or a third party due to an act that violates the preceding paragraph, even after withdrawing from this service, the user assumes all legal responsibility and in any case, we are exempt from liability.

Article 7 (Service rules)

The user shall agree and comply with the following service rules in advance.

1. Point lesson system

(1) The user can use this service by purchasing the points separately specified by us in advance and using the points according to each lesson (hereinafter, "lesson points").

(2) When taking a lesson, the user reserves a course specified separately by us in advance, logs in to zoom at the reserved lesson date and time, and takes the lesson

(3) At the user's own responsibility and expense, the user shall log in to zoom meeting account designated by the lecturer before the scheduled lesson time (preferably 5 minutes before).

2. Service usage fee

- (1) The point fee for this service shall be as stated on this site, and in accordance with the statement, the user shall prepay the point fee and purchase points.
- (2) There is no expiration date for purchased points. However, if you do not use this service for one year, the user registration will be automatically deleted based on the Article 9 (7), and the possession points will also disappear.
- (3) We shall have the right to change the usage fee or introduce a new fee system at any time after posting on this site or contacting the user by e-mail.

3. Method of payment

- (1) The user shall pay the point fee of this service by payment using PayPal
- (2) We entrust PayPal with the credit card payment related to this service.
- (3) The user acknowledges that PayPal will settle this service usage fee on behalf of us.
We shall not be involved in any questions regarding payments or complaints in case of problems.

4. Purchase of contents

Users can purchase the contents created by us or lectures in exchange for points. Purchased content can be downloaded within the deadline.

5. Refund

We shall not refund fees due to user reasons. Also, if it is due to our circumstances, we will judge it individually.

6. Service hour

- (1) The service provision time of this service shall be as stated on this site, and we shall be able to change the provision time of this service by notifying on this site without prior notice to the user.
- (2) All notations such as the lesson start time are Japan Standard Time

7. Service restriction

- (1) We shall be able to limit or change the number of reservations made by the users in order to provide a smooth service to the users.
- (2) When the lesson is interrupted by a system malfunction of the user's terminal, disconnection of the network environment, or an act corresponding to the Article 6 (prohibition in this service), even if it is in the middle of the lesson, we or the lecturer

in charge of the lesson may cancel the lesson for this user.

- (3) Based on the preceding paragraph, even if the lesson is canceled, this user is not exempt from the obligation to pay the usage fee. However, if the lesson is canceled due to the disconnection of the user's communication environment, lesson points will be returned to the user only once.

8. Recording of a lesson and recording

- (1) The user agrees in advance that the lecturer shall record the lesson while using the service provided by us. Audio recording is for instruction to the lecturer, evaluation of lecturer, quality improvement and management, check of line status, and is not used for any other purpose.
- (2) Users are prohibited from recording while using the service provided by us.

9. Cancellation of a lesson

- (1) If a user cancels a lesson reservation, the lesson will be canceled 48 hours prior to the start time of the relevant Japanese Standard Time (please be aware of the time difference) from the on-line site (SuperSaas reservation system) with the prescribed method of this service. If this cancellation procedure is completed successfully, the lesson points will be returned to the user.
- (2) If a user wishes to cancel within 48 hours from the start time of the lesson, it cannot be canceled on the on-line site (SuperSaas reservation system), so please apply by an email, message through the messenger in our official line account or inquiry on this website. Please note that the lesson points shall not be refunded in this case.
- (3) Regarding unauthorized cancellation (no show), please note that based on the Article 9 (6), the first and second times will be strictly cautioned, the user qualification will be canceled and the lesson points will be lost from the third time.
- (4) The user agrees in advance that if the reserved lesson is unavoidable due to the circumstances of the lecturer in charge, the lesson reservation can be canceled by us. Besides, in this case, the notice of cancellation of the lesson shall be sent an email, in which case the lesson points will be returned.

10. Late and absence

- (1) We assume that the user shall be deemed absent or shall be deemed late 15 minutes after the start of the class, due to the user's personal computer or internet connection, or due to any other reasons on the part of the user. And the user shall not be able to participate to the lesson. If the user is absent, we shall not take measures such as

returning lesson points, changing lesson time or extending lesson time.

- (2) We shall not be liable for any inability to attend lessons caused by early leave, absence, or other troubles.

11. Our disclaimer

(1) We shall not be liable for any reason except for the following cases. Lesson points will not be returned if the user fails to take the lesson except in the following cases:

- ① When the user cannot take the lesson due to a system failure on the site
- ② When the user's lesson cannot be taken due to our negligence
- ③ When the lesson cannot be taken due to the user's poor communication environment and the lesson has been canceled and points has been returned once before.

(2) If the above-mentioned paragraph occurs, the user shall promptly communicate with us or the lecture in charge by e-mail and use another online system or set another day to take a lesson.

Article 8 (Evocation of user qualification, and disapproval)

1. If the user falls under any of the following reasons, we shall be able to disapprove or revoke the user qualification without giving any prior notice or notification to the user.

- (1) If it is identified that one of the reasons specified in the Article 9 applies.
- (2) If the usage fee for this service has not been paid
- (3) If the user uses this service for an unauthorized purpose or if it is suspected
- (4) If the operation of this service is disturbed
- (5) If we cannot contact the user
- (6) If we judge that it is not eligible as a user
- (7) If you have not used this service for one year
- (8) Besides, if any of the terms of this agreement is violated

2. If the user qualification is canceled, this user shall pay the full amount of debt to us without delay. Besides we shall not be obliged to refund any fees already paid, except in the case of what we approve.

3. If we delete the user qualification, we shall not be liable for any damages to the user or a third party.

Article 9 (Service interruption, and termination)

We can suspend or terminate this service in advance or post-fact by notification on this

site or by email. However, if there is an urgent and reasonable reason determined by us, this service may be suspended or stopped without notifying the user.

Article 10 (Information distribution)

We shall be able to notify by zoom or email and carry out advertisements, surveys to the users through the other SNS.

Article 11 (Use of the SuperSaas and zoom)

We provide services using the services provided by the SuperSaas and zoom. In using them, the user agrees to the following contents.

1. The user shall comply with the reservation management system function and its terms of use specified by the SuperSaas.
2. The user shall comply with the calling software's functions and terms of use specified by zoom.
3. It is the user's responsibility to download zoom and check its function before using this service.
4. We shall not be liable if this service cannot be used due to a failure of the calling software or the hardware necessary for its use or incomplete settings.
5. We shall not be liable for any malfunction of the calling software itself that occurs after the lesson starts.

Article 12 (Disclaimer of security)

We assume that the user agrees to use this service in this responsibly.

We do not guarantee the content of comments of the lecturer, services, state of provision, accessibility.

1. We do not guarantee the following contents.
 - (1) About the accuracy, certainty and usefulness of this service
 - (2) The user can reserve lessons at the desired time
 - (3) The user can reserve lessons of desired lecturer and points
 - (4) The actions performed by the lecturer fit the purpose of the user.
 - (5) Providing continuous lessons by the lecturer

2. The user or a third party agrees in advance that we shall not be liable for any disadvantages or damages caused by or related to the matters specified below.

- (1) Use of this service or failure to use it
- (2) Damage such as virus infection or information equipment failure caused by files received by users or sites accessed
- (3) Statements and actions by us, our staff, and the lecturer
- (4) Any damage caused by the information that the lecturer has given in the lesson or content
- (5) If the user is not satisfied with the use of this service due to the following reasons:
 - ① The number of lessons offered is temporarily insufficient due to a rapid increase in the number of students
 - ② The situation where the lesson must be canceled due to disaster, power outage, communication failure, etc.
 - ③ The situation where this service cannot be used due to a malfunction or trouble of the other service such as zoom
- (6) If the service is interrupted or stopped for some reason

3. If the user causes damage or loss to us or a third party due to the use of this service, we can claim compensation for the damage to user.

Besides, the user shall be liable for legal liability and compensation even after withdrawing from this service.

4. We shall not be liable for any direct or indirect disadvantage or damage caused by the use of this service by the user.

Article 13 (Attribution of rights)

1. All portrait rights, copyrights, and proprietary rights including images, materials, layouts, designs, structures, systems, wording of this service on this website belong to us. Unauthorized use, copying, reprinting, resale, transfer or renting of these is prohibited by the user or a third party.

Article 14 (Operation transfer)

1. We shall notify the user in advance when transferring the operation related to this service to a third party. And all rights and obligations of us based on this agreement can be succeeded, sold, merged, or transferred by other methods.

2. In this case, the user agrees to disclose the registered information to the person who takes over the rights and obligations of this service.

Article 15 (Governing law and agreement jurisdiction)

1. This agreement (Effectiveness, Performance, and Interpretation) shall be governed by the laws of Japan.
2. If any doubt arises between the user and us or a third party regarding this service or this agreement, the parties will discuss in good faith, and if the matter cannot be resolved by consultation, the Tokyo District Court shall have exclusive primary jurisdiction.