

Terms of Service

[Prescribed on 07/25/2023]

[Revised on 07/25/2023]

27th Co., Ltd. ("Company") provides the Service in accordance with the following terms of service ("Terms"). Users shall consent to these Terms before using the Service.

Article 1: Application and Amendment of Terms

1. These Terms shall apply to all interactions between the Company and Users related to use of the Service. Any rules related to use of the Service which are set forth by the Company in regard to said Service shall constitute a part of these Terms and be applied integrally herewith. Moreover, such rules shall prevail in the event of any discrepancy between their particulars and the particulars of these Terms.
2. These Terms stipulate all matters agreed to by and between Users and the Company in relation to the Service as of the dates of formation of the applicable Service Agreements, and, except where otherwise specified herein, the particulars of these Terms shall prevail in the event of any conflict between them and any agreements, offers, or the like related to the Service; provided, however, that where separate written agreements have been reached between the Company and Users as matters prevailing hereover, the particulars of such agreements shall prevail.
3. The Company may modify the Terms of Use when the Company deems it necessary. In the event of any modifications to the Terms of Use, the effective date of the Terms of Use following its modification and the contents thereof will be made known to the public or notified to the Users by posting on the Company's website or by other appropriate means. However, in the case of modifications to contents that require the consent of the Users pursuant to laws and regulations, the consent of the Users shall be obtained in a manner prescribed by the Company.

Article 2: Definitions

The terms used herein shall have the meanings below.

- "Service" means the service entitled "Gokigen.jp" which is provided by the Company (including, in the case where the name or content of such service has been amended for any reason, such service as amended).
- "Service Agreement" means an agreement related to use of the Service that is executed by and between the Company and a User pursuant hereto.
- "User" means an individual who has entered into a Service Agreement with the Company and who is eligible to use the Services.
- "Instructor" means a person who is an employee of the Company or a business entity that partners with the Company, or, an individual that partners with the Company, who, in the case of any of the foregoing, provides lessons for the Services.
- "Posted Data" means any content (including, but not limited to, texts, images, videos, and other data) posted or transmitted by the User utilizing the Services.
- "Antisocial Forces etc." means criminal organizations, criminal organization members, right-wing extremist groups (uyoku-dantai), antisocial forces, and other equivalent persons.
- "Intellectual Property Rights etc." means patent rights, utility model rights, design rights, circuit layout usage rights, trademark rights, copyrights (including the rights specified in Articles 27 and 28 of the Copyright Act), and knowhow (including the right to receive intellectual property rights).

Article 3: Notices from the Company

1. All notices given by the Company to Users regarding the Service, as a rule, shall be given on a Company-specified website, and shall take effect as of the time of their publication or transmission by the Company.
2. When the Company uses a method of notice other than that set forth in the preceding paragraph, such notice shall take effect as of a time marking the passage of a period reasonably necessary for it to reach Users.
3. The notices set forth in the preceding two paragraphs shall take effect regardless of whether Users have actually received or acknowledged them.

Article 4: Registration

1. A person who wishes to use the Services (hereinafter, the "Registration Candidate") may apply to the Company for registration to use the Services by consenting to comply with the Terms of Use and by providing certain information (hereinafter, the "Registration Information") to the Company in a manner prescribed by the Company.
2. The Company will determine, in accordance with the Company's standards, whether or not to register a Registration Candidate who applied for registration (hereinafter, the "Registration Applicant") based on the preceding paragraph, and, if the Company approves the registration, the Company will notify the Registration Applicant to that effect. The registration of the Registration Applicant as a User will be deemed complete when the Company has completed the notification under this paragraph.
3. Upon completion of the registration stipulated in the preceding paragraph, the Service Agreement will be formed between the User and the Company and the User will be able to utilize the Services in accordance with the Terms of Use.
4. The Company may refuse registration or re-registration if the Registration Applicant falls under any of the following grounds and the Company will have no obligation whatsoever to disclose the reason therefor.
 - When all or part of the Registration Information provided to the Company is false, erroneous, or omitted;
 - When consent has not been obtained from a statutory agent, guardian, curator, or assistant, as the case may be, if the Registration Applicant is a minor, adult ward, person under curatorship, or person under assistance, as the case may be;
 - When the Company determines that the Registration Applicant constitutes any Antisocial Forces, etc., or, otherwise interacts or is involved with Antisocial Forces, etc. in any way, such as cooperating or being involved with the maintenance, operation, or management of Antisocial Forces, etc. through funding or other means;
 - When the Company determines that the Registration Applicant who, in the past, violated the Terms of Use or breached a contract with the Company, or is a related person to any of the foregoing; or
 - When the Company determines that the registration is inappropriate.

Article 5: Changes in Registration Information

When there are any changes in the Registration Information, the User will notify the Company of such changes without delay in a manner separately prescribed by the Company. The Company has no liability whatsoever for any damages incurred by the User as a result of the User's delay in the procedures for such changes in any Registration Information.

Article 6: Management of ID and Password

1. The User will, at its own responsibility, manage and safekeep its ID and password for the Services appropriately. The User may not allow any third party to use them and may not lend, transfer, change the holder's name of, or sell them, or do any other similar act.
2. The User is liable for any damages arising from, among other things, inadequate management of the ID or the password, errors in use, or use by third parties.

Article 7: Term of Use for the Services

The period during which the User may use the provided Services (hereinafter, the "Term of Use") is a period of one (1) month from the date of completion of the registration for use of the Services. If the User does not request termination of the use of the Services in a manner separately stipulated by the Company by the end of the Term of Use, the Term of Use will renew on the same terms and conditions as the prior terms.

Article 8: Fees and Payment Method

1. The User will pay the usage fee separately stipulated by the Company and displayed on the Company's website to the Company as consideration for the use of the Services by a payment method prescribed by the Company by a payment deadline prescribed by the Company.
2. If the User delays the payment of the usage fee, the User will pay delay damages to the Company at the rate of 14.6% per annum.

Article 9: Lessons

1. The lessons given to the User by an Instructor as part of the Services (hereinafter, the "Lessons" or "Lesson" as the context requires) will each be fifty (50) minutes. However, when the start of a Lesson is delayed due to reasons of the User, the Company does not guarantee that a fifty (50) minute Lesson will be provided.
2. If the Lesson cannot be started by twenty-five (25) minutes after the scheduled start time of the Lesson, or, if the User leaves the Lesson for more than twenty-five (25) minutes during the Lesson, the User will be considered absent from the Lesson and the Lesson may be ended.
3. Regardless of any reason, the Company is not obligated to make up, compensate, or carry over the absences of Lessons or the Lessons that were not reserved or attended by the User. However, the preceding sentence will not apply if the User completed the cancellation of the Lesson more than twenty (20) hours prior to the start of the Lesson by a method prescribed by the Company, or, if the reason for the cancellation of the Lesson is attributable to the Company or the Instructor.

Article 10: Prohibited Acts

In using the Services, the User will not engage in any act that falls under any of the following items or any act that the Company deems to fall under any of the following items:

- Any act that violates any law or regulation or which relates to a criminal act;
- Any fraudulent or threatening act against the Company, other Users of the Services, Instructors, or other third parties;
- Any act that violates public policy;
- Any act that infringes the Intellectual Property Rights, etc., portrait rights, privacy rights, reputation, or other rights or interests of the Company, other Users of the Services, Instructors, or other third parties;
- Any act of repeating unauthorized absences from the Lessons;
- Any act in the Lessons of verbal abuse, drinking alcohol, smoking, obstructing the progress of the Lesson, and other acts determined to be inappropriate;

- Any act in the Lesson that may cause anxiety or a burden to the Instructor such as excessive skin exposure;
- Any act involving the recording or videotaping of a Lesson's content or making such recorded or videotaped content public;
- Any act by the User to attempt to make personal contact with the Instructor, whether online or offline;
- Any act allowing a third party other than the User to participate in the Lesson;
- Any act of providing the Company, other Users of the Services, or other third parties through the Services with information that falls under, or is deemed by the Company to fall under, any of the following:
 - Information containing excessively violent or cruel expressions
 - Information containing computer viruses or other harmful computer programs
 - Information containing expressions that damage the reputation or credibility of the Company, other Users of the Services, or other third parties
 - Information containing excessively obscene expressions
 - Information containing expressions that promote discrimination
 - Information containing expressions that encourage suicide or self-harm
 - Information containing expressions that encourage the inappropriate use of drugs
 - Information containing antisocial expressions
 - Information requesting the dissemination of information to third parties, such as chain letters or emails
 - Information containing expressions that may cause discomfort to others
- Any act that places an excessive load on the network or system, etc. of the Services
- Any act of reverse engineering or other analysis of software or other systems provided by the Company
- Any act that may interfere with the operation of the Services
- Any act of solicitation of Instructors
- Unauthorized access to the Company's network or systems, etc.

- Any act of impersonating a third party
- Any act of using the ID or password of another User of the Services
- Any act of advertising, publicity, solicitation, or sale using the Services that is not authorized in advance by the Company
- Collection of information about other Users of the Services or the Instructors
- Any act that causes disadvantage, damage, or discomfort to the Company, other Users of the Services, Instructors, or other third parties
- Provision of any benefit to Antisocial Forces, etc.
- Any act for the purpose of meeting the opposite sex with whom one is not acquainted.
- Any act that directly or indirectly causes or facilitates any of the aforementioned acts
- Attempting any of the aforementioned acts
- Any act that the Company deems inappropriate

Article 11: Discontinuation, etc. of the Services

The Company may discontinue or temporarily suspend the provision of the Services, in whole or in part, without prior notice to the Users in the event of any of the following items. In this case, no refunds or the like will be made and the Users consent to this in advance.

- When urgent inspections or maintenance work of computer systems for the Services are carried out;
- When the Services cannot be operated due to, among other things, failures, erroneous operations, excessive concentration of access, unauthorized access, hacking, etc. in computers, communication lines, etc.;
- When the Services cannot be operated due to events of force majeure such as earthquakes, lightning, fires, storms and floods, power outages, natural disasters, or epidemics; or
- When the Company deems it necessary to discontinue or temporarily suspend the Services.

Article 12: Cancellation of Registration, etc.

1. If the User falls under any of the following grounds, the Company may, without prior notice or demand, delete or hide any Posted Data and temporarily discontinue such User's use of the Services or cancel the registration as a User.
 - When there is a violation of any of the provisions in the Terms of Use;
 - When it is found that there is a false fact in the Registration Information;
 - When instructions from the Company or the Instructor are not followed in using the Services
 - When there is a suspension of payment or insolvency, or a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or the commencement of proceedings similar to the foregoing is filed;
 - When the Services have not been used for more than six (6) months;
 - When the User does not respond for more than thirty (30) days to an inquiry or other communication from the Company that requests a response;
 - When the User falls under any of the items in Article 4, Paragraph 4; or
 - In any other case when the Company deems the use of the Services or the continued registration as a User to be inappropriate.
1. In the event of any of the items in the preceding paragraph, the User will automatically lose the benefit of time with respect to all debts owed to the Company, and must immediately make payment of all debts to the Company.

Article 13: Withdrawal, etc.

1. The User may withdraw from the Services and cancel his or her own registration as a User by completing procedures prescribed by the Company by a deadline prescribed by the Company. However, if there are any debts owed to the Company at the time of withdrawal, the User will automatically lose the benefit of time with respect to all debts owed to the

Company, and must immediately make payment of all debts to the Company.

2. The User may temporarily stop using the Services by completing procedures prescribed by the Company by a deadline prescribed by the Company. While the User has temporarily stopped using the Services, the User will have no obligation to pay any usage fees and may use only a portion of the Services prescribed by the Company.

Article 14: Modification and Termination of Service

1. The Company shall be entitled to at any time modify or terminate the Service in its own discretion.
2. The Company shall notify in advance the User of any intended termination by the Company of the Service.

Article 15: Liability of the User

1. The User is solely liable for the use of the Services, action taken using the Services, and the results of the foregoing.
2. If the Company, the Instructors, other Users, or any third party incurs any damages due to the User's use of the Services, such User will compensate them for such damages at the User's own responsibility and expense.

Article 16: Ownership of Rights

1. All Intellectual Property Rights, etc. related to the Company's website and the Services shall belong to the Company or to those who have granted licenses to the Company. The grant of permission to use the Services under the Terms of Use does not mean permission to use any Intellectual Property Rights, etc. of the Company or any person who has granted a license to the Company with respect to the Company's website or the Services.
2. The User represents and warrants to the Company that the User has the lawful right to his or her own posting or other transmission of the Posted Data and that the Posted Data does not infringe the rights of any third party.
3. The User hereby grants to the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce,

distribute, create derivative works from, display, and practice the Posted Data. In addition, the User grants to other Users a non-exclusive license to use, reproduce, distribute, create derivative works from, display, and practice the Posted Data that has been posted or otherwise transmitted by Users of the Services.

4. The User consent to not exercise the moral rights of authorship against the Company and those who have succeeded to or been granted rights by the Company.

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1. The Company does not warrant, expressly or impliedly, that the Services are suitable for the User's particular use; that the Services have the expected effectiveness, commercial value, accuracy, or usefulness; that the use of the Services by the User complies with the laws and regulations that are applicable to the User or the internal rules of an industry association; that the Services are capable of uninterrupted use; or that no defects will occur to the Services.
2. The Company does not warrant that the User will be able to have a Lesson at a certain desired time or by a certain desired Instructor, nor does it warrant the learning effect, effectiveness, accuracy, truthfulness, or the like of a Lesson.
3. The User will resolve any transactions, communications, and disputes between the User and any other User or third party related to the Services or the Company's website at its own responsibility.
4. If the contract between the Company and the User concerning the use of the Services falls under the category of a consumer contract under the Consumer Contract Act, the provisions in the Terms of Use that completely exempt the Company from liability for compensation of damages will not apply. In this case, if the damage incurred by the User is based on the Company's default in performance or a tortious act, the Company will be liable for compensation for damages up to the amount paid by the member to the Company in the most recent one (1) month as consideration for the use of the Services. However, the preceding sentence will not apply in the case of willful misconduct or gross negligence on the part of the Company.

Article 18: Confidentiality

The User shall keep confidential any and all non-public information disclosed in relation to the Service by the Company to the User for which the Company, at such disclosure, requires the User a confidential treatment, unless the User has obtained the prior written approval from the Company.

Article 19: Treatment of User Information

1. Treatment by the Company of the User's information shall be subject to the provisions of our Privacy Policy (URL: xxx), which is separately prescribed, and the User hereby agrees to treatment by the Company of the User's information pursuant to such Privacy Policy.
2. The Company may, in its sole discretion, use or make public any information or data provided by the User to the Company as statistical information in a form that cannot identify an individual, and the User may not raise any objection to such use or publication.

Article 20: Assignment

1. The User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Company.
2. In cases where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party the Service Agreement, the rights and obligations of the Company under the Terms, and the Registration Information and other information relating to the User, and the User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of business transfer, a company split or any other form that would result in a business transfer.

Article 21: Display of the Dates and Times for the Services

The dates and times for the payment deadlines for various fees, deadlines for various applications, and the like will all be calculated based on Greenwich Mean Time (GMT±0). However, the expiration for tickets used to apply for Lesson will be based on GMT-12.

Article 22: Governing Law and Court of Jurisdiction

1. The Terms of Use will be governed by and interpreted by the laws of Japan.
2. The Company and the User hereby consent in advance to the Tokyo District Court being the court of first instance with exclusive jurisdiction for the resolution of any disputes arising between the Company and the User arising from or in connection with the Services or the Terms of Use.