

Yubikitas Terms of Use and Services

The Yubikitas Terms of Service (hereafter referred to as the "Terms") are the terms and conditions under which the Service is provided (as defined in Article 2), and the rights and obligations between Yubikitas (hereafter referred to as "the Company") and the Registered Members (defined in Article 2). When using the Service, you must agree to these Terms after reading the entirety of these Terms.

Article 1 (Application)

1. The intent of this Terms is to set forth the terms under which the Service will be provided, and the rights and obligations of the Company and Registered Members regarding the use of the Service. These Terms apply to all other matters pertaining to relationships between Registered Members and the Company regarding the use of the Service.
2. These Terms include all policies, guidelines, warnings, and other information that the Company may from time-to-time post on its website (defined in Article 2) regulating the use of the Service. Unless otherwise stated, these are included in any references to "these terms" throughout the section.

Article 2 (Definition)

In addition to the definitions provided separately in these Terms, the following terms used in these Terms shall have the definitions outlined below.

1. The agreement between the Company and a Registered Member to use the Service in accordance with the provisions of these Terms is referred to as a "Service Agreement."
2. The term "Intellectual Property Rights" refers to a range of types of intellectual property rights, including copyrights, patent rights, utility model rights, design rights, and trademark rights (including the right to acquire such rights or to apply for registration of such rights).
3. "Posted data" refers to information that registered users of the Service post or otherwise communicate, including but not limited to text, pictures, videos, and other types of data.
4. "Company website" refers to the website operated by the company with the URL <https://yubikitas.com/>. (If the domain or content of the Company website is changed for any reason, the website after the change takes place.)
5. "Registered Member" refers to an individual, group, or corporation who has registered as a user of the Service in accordance with Article 4 of the Terms of Service (Registration).
6. "The service" refers to the "Yubikitas" service offered by our company, which also includes the provisions of Article 3 of this Agreement (If the service's name or content is altered for any reason, the service after such change is included).
7. A Registered Member who takes language lessons from a tutor listed in Item 8 of this article is referred to as a "Student."
8. "Tutor" refers to a Registered Member who delivers language lessons to students in compliance with our website's policies.

Article 3 (Contents of this Service)

1. This is a service that connects language Tutors who wish to provide language lessons and Students who wish to receive language lessons online. The Service provides only the online platform for such, and is not a recruiting service or an online language curriculum.
2. In the Service, Registered Members -enrolled Student and Tutor will come to an agreement regarding language lessons (referred to as a "Lesson Contract" aforementioned), and the Company will not be a party to the Lesson

Contract.

3. The Company makes good faith efforts to ensure that the Tutors who use the Service are professionals, but accuracy of the personalities and other qualities of the Tutors and the lessons that the Tutors provide through the Services are not guaranteed.

Article 4 (Registration)

1. A person who wishes to use the Service (hereinafter referred to as a "Prospective User") agrees to abide by these Terms and provides the Company with certain information as determined by the Company (hereinafter referred to as the "Registration Matters") in order to register to use the Service.
2. In accordance with the Company's standards, we will determine whether to register the registration applicant (hereinafter referred to as "Registration Applicant") who applied for registration based on paragraph 1. If we approve the registration, those who applied for the registration will be notified. Upon the Company's notification of this provision, the registration of the Registration Applicant as a Registered Member will be considered to have been completed.
3. The Registered Member will be able to use the Service in accordance with these Terms after completing the registration process outlined in the preceding paragraph.
4. The Company is not required to give a justification for its decision to refuse registration or re-registration if the Registration Applicant falls under the following items:
 - a.) If any of the registered items given to the Company are fraudulent, inaccurate, or omitted.
 - b.) If the Registration Applicant is a minor, an adult ward, a person under curatorship, or a person under assistance, and has not obtained the consent of a legal representative, guardian, curator, or assistant.
 - c.) If the Company determines that the Registration Applicant interacts or participates in anti-social forces, etc., such as by engaging in or taking part in maintenance, operation, or management, the same rules will apply moving forward. This includes organized crime organizations, gang members, right-wing organizations, anti-social forces, and other equivalents.
 - d.) If the Company detects that the individual has violated a contract with it in the past or is related to someone who has.
 - e.) If the Registration Applicant has ever been restricted by the limitations outlined in Article 12.
 - f.) Additionally, if the Company determines that registration is inappropriate.

Article 5 (Changes to Registered Matters)

The Company shall not be liable and responsible for any damages incurred by the Registered Member as a result of the Registered Member's failure to promptly notify the Company of any changes to the registered items. If the registered items are changed, the Registered Member must immediately notify the Company of the change in accordance with the website's guidelines.

Article 6 (Management of passwords and user IDs)

1. Registered Members shall, at their own responsibility, properly manage and store passwords and user IDs related to this service, and not allow third parties to use them, or lend, assign, change names, sell, set pledges, or provide it as collateral, etc.
2. Registered Members are liable for any damages caused by improper management of passwords or user IDs, inaccuracies in usage, unauthorized access, etc.; the Company is not shall not be held responsible.

Article 7 (Fees and Payment Method)

1. Payment by Students to Tutors of the remuneration under the Lesson Contract (hereinafter referred to as "Lesson Fees") shall be made by the Company receiving such fees on behalf of Tutors and paying them to Tutors or by

other methods designated by the Company, and payment by the Purchaser to Tutors shall be deemed complete at the time when the Company receives the Lesson Fees or at such other time as the Company may designate..

2. In accordance with the terms of our website, the Student shall pay the Company the Lesson Fees and the usage fees for the Service.
3. The Tutor authorizes the Company, permission to receive the Lesson Fees on the Tutor's behalf. (Including the receipt of money associated with the payment of the price from the payment company or collection agent). If upon designation of an agent, the authority for the chosen payment business and collection agency to accept Lesson Fees on behalf of the designated agent shall be provided. The Company shall also have the right, by limiting its area, to choose a settlement business operator and a collection agency.
4. Pursuant to the provisions of the Company's website, the Company shall pay the Tutor the Lesson Fees received through proxy under the provisions of the preceding paragraph.

Article 8 (Evaluation and comments on lessons)

1. The Student must follow the guidelines provided on our website when writing an evaluation and comment about a lesson they have taken through the Service (henceforth referred to as "evaluation etc.").
2. Evaluation etc. made by a Student cannot be changed or removed.
3. Evaluation etc. submitted by Students may be posted on our website or application.
4. After carefully reading the feedback, we may withdraw the Student's evaluation etc. if the Tutor disagrees. In that instance, we are not required to disclose the deletion's cause.
5. Even after the Student's evaluation, etc. has been displayed on our website or application, the evaluation, etc. may still be removed at any time and without warning if its contents prove to be improper. We do not have to disclose the cause for removal in this instance.
6. The Company is entitled to post Student evaluations etc. and other remarks on its website and on various social networking sites (SNS) in order to promote and advertise the Company and the Service, at its discretion. The Students must provide his or her permission for this to take place.

Article 9 (Prohibitions)

Registered Members are prohibited from performing any act that the Company determines to be in violation of any of the following items while using the Service. Furthermore, the Company shall not be liable for the foregoing decision made by the Company, and we disclaim all liability if a Registered Member experiences harm or disadvantage as a result of the foregoing decision made by the Company, unless the Company has acted with willful misconduct.

1. Violations of the law or behavior related to criminal conduct.
2. Threatening or fraudulent behavior towards the Company, other Service users, or any third parties.
3. Acts violating morals and public order.
4. Acts that infringe the Company's, other users of the Service's, or other third parties' intellectual property rights, portrait rights, privacy rights, honor, or other rights or interests.
5. Sending information that falls under the following or that the Company determines to fall under the following through the Service to the Company or other users of the Service.
 - Information that is excessively harsh or cruel in its expression.
 - Information that has been corrupted with computer viruses or other hazardous software.
 - Information including statements that degrade the reputation or standing of the Company, other Service users, or other third parties.
 - Information containing extremely obscene language.
 - Information with phrases promoting discrimination.
 - Information that contains statements that promote self-harm or suicide.
 - Information that contains language that encourage illegal drug usage.
 - The information which employs antisocial language.
 - Information requesting for the dissemination of information to third parties, such as chain mail.

- Information that uses language that other people find offensive.
6. Acts which impose excessive demands on the Service's network or system.
 7. Reverse engineering or various kinds of analysis of the Company's delivered software or other systems.
 8. Acts that could hinder the Service from operating.
 9. Unauthorized access to our system or network, etc.
 10. Acts of imitation of a third party.
 11. Acts involving the use of another user's ID or password for the Service.
 12. Activities on the Service that involve solicitation, advertising, or sales that are not beforehand allowed by the Company.
 13. Collecting user data from other users of the Service.
 14. Acts that are detrimental to the Company, other Service users, or other third parties, or that cause them harm or inconvenience.
 15. Acts that are in violation of the guidelines, rules, notices, etc. for using the service that are posted on our website.
 16. Giving favors to forces that are antisocial, etc.
 17. Acts aimed towards meeting strangers of the opposite sex.
 18. Acts that directly or indirectly trigger, encourage, or assist the actions listed in the item above.
 19. Attempting any of the actions listed in the items above.
 20. Actions that disrupt tutoring sessions or are inappropriate for educational settings.
 21. Eating, drinking, or smoking during class, or attending class while under the influence.
 22. Acts, such as exposing too much skin during lessons or wearing costumes or underwear that exposes skin, are stressful or unpleasant to registered members.
 23. Acts that disclose lesson content, including pictures, videos, and audio, as well as the nature of queries sent to the Company and the answers received without the Company's consent.
 24. Acts of spying on confidential information that the Company does not generally share.
 25. Actions taken by Students or their representatives to communicate with the Tutor directly outside of our service, including sending and receiving emails.
 26. Acts of soliciting Tutors for services or companies that could be competing with ours.
 - .
 27. Using foul language, making threats, using profane language, acting in a discriminatory manner, or interfering with the work of the Company, Students, or Tutors.
 28. Acts of registering multiple accounts.
 29. Actions that violate the Tutor's restrictions by enabling participants who are not Registered Members to take part in classes.
 30. Cancellations of or failure to show up for scheduled classes on multiple occasions.
 31. Requesting a schedule from the Tutor before it is released to the public.
 32. Posting comments that are explicitly misleading or that are not related to the lesson's subject matter, or posting comments that violate any of the provisions in this section.
 33. Acts of consistently giving one or more Tutor's negative evaluations for their lessons.
 34. Making excessive or frequent inquiries to the Company.
 35. Other behaviors that the Company considers unacceptable.

Article 10 (Suspension of the Service, etc.)

1. If any of the following conditions persist, the Company may suspend or stop providing all or a portion of the Service without giving Registered Members prior notice.
 - a) If the computer system related to the Service requires immediate inspection or maintenance.
 - b) If the use of the Service becomes impossible as a result of computer or communication line failure, incorrect operation, excessive access concentration, unauthorized access, hacking, etc.
 - c) When an unforeseen event — such as an earthquake, lightning strike, fire, wind or water damage, a power

outage, a natural disaster, etc.— makes it impossible to operate the Service.

- d) In addition, when the Company determines that a suspension or interruption is necessary.
2. Regardless of the reason for the suspension or interruption of the provision of the Service, the Company shall not be liable for any disadvantage or damage suffered by Registered Members or third parties.

Article 11 (Attribution of Rights)

1. All intellectual property rights associated with the Service and our website are owned by the Company or affiliates who have given us licenses. It does not imply permission to utilize our licensees' intellectual property.
2. Registered Members must affirm to the Company that they have the legal authority to publish or otherwise communicate the posted data and does not violate the rights of any third parties and justifications.
3. Registered Members grant the Company a non-exclusive, free, transferable, worldwide license to use, reproduce, distribute, prepare derivative works of, display, and use the posted data. A license is also granted for non-exclusive use, reproduction, distribution, creation of derivative works, display, and execution of data submitted or otherwise provided by Registered Members of the Service by other Registered Members.
4. Registered Members consent to refrain from asserting their moral rights against the Company and individuals who have inherited or been granted rights from the Company.

Article 12 (Cancellation of Registration, etc.)

1. The Company may delete or conceal posted data without prior notice or demand and prohibit a Registered Member from using the Service if they fall under any of the following categories. It may temporarily cancel or suspend their Registered Member status.
 - a) Violation of any provision of these Terms;
 - b) If the registered items turn out to contain a falsehood.
 - c) Suspension of payment or incapacity to pay, or when a petition for the initiation of bankruptcy, civil rehabilitation, corporate reorganization, special liquidation, or similar processes is filed.
 - d) If the Service has not been used for at least 6 months;
 - e) When there has been no response for more than 30 days to enquiries or additional communications from the Company requesting an answer.
 - f) Cases related to each of the items in Article 4, Paragraph 4.
 - g) Furthermore, when the Company determines that continued use of the Service or registration as a Registered Member is not appropriate.
2. If any of the factors listed in the preceding paragraph apply, the Registered Member will automatically lose the benefit of time for all debts owed to the Company and will promptly pay all debts to the Company.
3. The Company shall not be liable for any damages caused by Registered Members as a result of the Company's acts under this Article.

Article 13 (Withdrawal)

1. A Registered Member may terminate their membership in the Service and cancel their registration as a Registered Member by following the steps specified by the Company in accordance with the terms of the Company's website.
2. If a Registered Member has any past due payments to the Company when they withdraw from membership, they will naturally lose the benefit of time for any unpaid fees and must pay them in full right away.
3. After withdrawal, user information will be handled in accordance with Article 17's guidelines.

Article 14 (Change and Termination of Contents of the Service)

1. At its discretion, the Company can change the Service's content or discontinue it completely.
2. The Company must notify the Registered Members in advance if it intends to cease operations providing the

Service.

3. The Company is not liable for any damages incurred by Registered Members as a result of modifications made to the Service's content or the provision's termination in accordance with this Article's Paragraph 1.

Article 15 (Disclaimer of Warranty and Liability)

The Company makes no explicit or implicit warranties that the Service complies with the specific intent of the Registered Member, has the anticipated functionalities, commercial value, accuracy, and utility, and that the Registered Member may use the Service in accordance with the provisions of the Terms, the observance of laws and regulations or internal guidelines of industrial groups, or that the Service will be continuously available, has the absence of defects, and the lack of actual or legal irregularities.

1. The Company shall not be liable for any damages caused by the Registered Member in connection with the Service that exceeds the amount of compensation paid by the Registered Member to the Company in the preceding 12 months. Damages, special damages, future losses, or lost profits are not liable for compensation from us.
2. In relation to the Service or our website, Registered Members have the responsibility to settle any transactions, conversations, disagreements, etc. that may occur between registered members and other registered members or third parties. The Company disclaims all liability.

Article 16 (Confidentiality)

Any non-public information revealed by the Company in connection with the Service that the Company requests the Registered Member to handle confidentially must be handled by a Registered Member in a confidential manner unless the Company has already given its prior written authorization.

Article 17 (Handling of User Information)

1. The Company's handling of Registered Members' user information must adhere to the terms of its own privacy policy, which is available at <https://yubikitas.com/privacy-policy/>. You accept the collection and use of your personal data.
2. The Company may, in its sole discretion, use and disclose information, data, etc. provided to the Company by Registered Members in the form of statistical data that does not personally identify any individual.

Article 18 (Changes to these Terms, etc.)

The Company retains the right to change these Terms if it considers it fundamental. If these Terms change, we will give Registered Members advance notice of the update by posting the new Terms on our website or through another suitable channel. However, Registered Members' consent must be requested in the way outlined by the Company if changes to the material are required to have their approval in order to comply with laws and regulations.

Article 19 (Contact/notification)

1. Requests for information about the Service, other communications, or notices from Registered Members to the Company, and notices of modifications to these Terms, as well as other communications or notices from the Company to Registered Members, must be made using the ways the Company specified.
2. If the Company contacts or notifies the Registered Member via an e-mail address or other contact information included in the registered items, the Registered Member is deemed to have received such communication or notification.

Article 20 (Transfer, etc. of Status in Service Agreement)

1. Without the Company's prior written consent, Registered Members may not assign, transfer, pledge, or discard

of their status under the Service Agreement or their rights or duties under these Terms to a third party.

2. The status under the Service Agreement, the rights and obligations under these Terms, the Registered Member's registered items, and other customer information will be changed along with the business transfer if the Company transfers the business related to the Service to another person or entity. Registered Members must beforehand consent to such a transfer under this section. The business transfer described in this section shall also cover company splits and other situations in which businesses are transferred in addition to regular business transfers.

Article 21 (Severability)

The Consumer Contract Act or other laws and regulations may render any section or portion of these Terms illegal or otherwise unenforceable, but such determination shall not affect the validity or enforceability of the other provisions or portions of these Terms. The remaining provisions, as determined, shall remain in full force and effect.

Article 22 (Governing Law and Court of Jurisdiction)

1. These Terms and Service Agreement shall be governed by Japanese law.
2. For any disputes resulting from or relating to these Terms or the Service Agreement, the Tokyo District Court shall have exclusive jurisdiction and shall act as the court of the initial appeal.

[Enacted on March 31, 2023]

[Revised on May. 1, 2023]