

“ARC ACADEMY Japanese Online lesson” Terms of Use

ARC ACADEMY (hereinafter referred to as “ARC”) establishes the following terms of use (hereinafter referred to as the “Terms of Use”) regarding usage of the ARC ACADEMY Japanese online lessons (hereinafter referred to as the “Lesson(s)”) as a whole for persons who wish to apply to take the Lessons (hereinafter referred to as “Applicants”), as well as Students who have applied to register with ARC and whose registration has been approved by ARC (hereinafter referred to as “Students” regardless of whether referring to an individual or corporation), and stipulates terms of agreement between Applicants, Students and ARC. When taking the Lessons, it is required to have read these terms in their entirety and agreed to these Terms of Use. Moreover, ARC shall deem Applicants as having accepted the terms at the time they make their application to register for the Lesson.

Article 1 Application Parameters of the Terms of Use

1. The purpose of these Terms of Use is to set forth the conditions for provision of the Lessons and to establish the relationship related to rights and obligations between ARC and Applicants and Students with respect to the use of the Lesson, and they apply to all relationships related to rights and obligations between ARC and Applicants and Students with respect to the use of the Lessons. These Terms of Use and other detailed rules of use apply to both Applicants and Students, and acceptance of these Terms of Use and other detailed rules of use is required. Please partake in Lessons only after having accepted these terms.

2. For matters not accounted for in these Terms of Use, unless otherwise stipulated, other terms of use set forth by ARC shall be applied, either directly or with the clause(s) having been appropriately replaced, and when the provisions are different to those terms of use set forth by ARC in these Terms of Use, the provisions of these Terms of Use shall take precedence.

Article 2 Changes to Terms of Use

1. ARC can change these Terms of Use in whole or in part, without obtaining the prior approval of Applicants and Students.

2. In the case referred to in the preceding clause, Students shall be notified of the changed Terms of Use in a manner deemed appropriate by ARC and, subsequently, when Applicants and Students have used the Lessons, the Applicants and Students in question shall be deemed to have agreed to the contents of the changed Terms of Use.

Article 3 Requirements for Application for ARC ACADEMY Japanese online lessons

Students will need to prepare to partake in Lessons. Students accept and acknowledge the following matters.

1. After agreeing to the contents of the Terms of Use, Students will prepare for the Lessons.
2. Install Zoom.
3. It is the responsibility of Students to carefully manage the privacy settings of personal information during lectures.
4. Ensure that the surrounding environment does not interfere with the conducting of the Lessons.

Article 4 Online Lesson Fees and Fee Payment Method

1. When Students and Applicants wish to purchase Lessons, they shall apply to purchase the Lessons in accordance with the method stipulated by ARC. In addition, these Terms of Use shall apply as the terms and conditions of the application. It is not possible to cancel a contract after it has been established.
2. Regarding the application referred to in the preceding clause, when submission of the appropriate application form has been received and confirmed, a sales contract for the appropriate Lessons at the relevant time will be created.
3. The usage fee and the payment method are as follows. If Lessons are taken from overseas, consumption tax will not be charged. The times for various updates to the Lesson and fee billing periods etc., shall follow Japan Standard Time.
4. Applicants and Students are responsible for internet connection fees, the cost of computer and other telecommunications equipment required to partake in the Lesson.
5. Payment of fees for the Lesson shall be made by bank transfer. For payment by a corporation, after ARC has accepted the application, invoices and other necessary documents will be sent and payment will be handled via bank transfer.
6. In the case of a delayed payment by a student, ARC can freely transfer the monetary claim to a third party.

Article 5 Environment for Usage of Online Lessons

1. Depending on the Student's usage environment (specifications of PC, smartphone or tablet, software requirements, network condition, etc.) there are some situations in which full participation in the Lesson may not be possible.
2. At the time of application and throughout the term of the Lessons, Students are responsible for ensuring that they meet the system requirements as defined by ARC, and are able to use the various features of the Lesson.
3. In the event that Lessons cannot be used due to the Student's usage environment, ARC shall not assume any responsibility.

Article 6 Lessons *For more details please refer to the 「Course Regulations」 document

1. Lesson System

- (1) In order to take the lessons, at the time of the lesson Students must have applied in advance to the relevant course and can access and partake in the Lesson using the ZOOM URL at the prescribed date and time.
- (2) It is the Student's responsibility to enter the ZOOM meeting using the Lesson URL before the scheduled start time of their lessons. In addition, ARC assumes no responsibility for lateness, leaving early, absence or other circumstances on the part of the student that result in an inability to partake in the lesson.
- (3) If a Student intends to cancel his or her lesson, he or she must carry out the cancellation procedures at least 24 hours prior to the start time of the lesson by email (kenshu@arc-academy.net). If these cancellation procedures are taken, the lesson can be transferred to use for another lesson.
- (4) In the case of a scheduled lesson being unable to proceed due to the circumstances of the instructor, ARC is able to cancel the reservation for that lesson. Notification of the cancellation will be sent to Students by their registered email or telephone number, and the lesson will be transferred to use for another lesson.

(5) ARC shall assume no liability, for whatever reason, except for the following cases.

i) If a Student was unable to partake in a lesson due to a system failure on Zoom.

ii) If a Student was unable to take a lesson due to negligence on the part of ARC.

2. Date and time of Lessons

The individual dates and times for the provision of Lessons will be as separately listed on the website. In addition, ARC shall be able to make changes to the dates and times for provision of the Lesson by posting a notification on the site.

3. Limitations of Lesson Services

(1) In the event that the progress of the Lesson is disrupted due to system failures of the Student's device, disconnection associated with the Student's network environment or acts falling under those set forth in Article 9 (Student Prohibitions), ARC or the Lesson instructor shall be able to end the Student's participation in the Lesson, even if the Lesson is in progress.

(2) In accordance with the provisions of the preceding clause, even in the case that the Lesson has been ended due to technical difficulties or other circumstances, the Student shall not be relieved of any of the associated obligations, such as the payment of fees.

Article 7 Cancellations and Refunds

Please make all cancellations and withdrawals in writing (via email). We will reply to you after confirmation. If you do not receive a reply, please contact us again.

■ Refunding of fees are made as follows.

【10 lesson plan】

Fee refund requests cannot be accepted.

【20 lesson plan】

From the amount paid we will deduct a cancellation fee, the enrollment fee and the tuition fee of the classes already attended and refund the remaining amount. The cancellation fee is 20% of the tuition fee of the remaining lessons (provided it does not exceed the upper limit of 50,000 yen (tax not included)).

In the case of Lesson cancellation due to circumstances on the part of ARC, Lesson fees will be refunded individually.

Article 8 Suspension of Lesson Usage by ARC

1. If it is discovered that any of the following items apply to Students, ARC may, without prior notice to the Student, suspend his or her usage of Lessons.

(1) If the Student breaches these Terms of Use

(2) If the information entered by the Student when registering for the Lesson was used unlawfully or the Student made a false declaration

(3) If the Student delays fulfilment of payment obligation for Lesson fees, etc., or if the Student refuses to make payment

(4) If ARC determines that the Student is unsuitable for the Lesson due to any other reasonable grounds

2. ARC will not accept any questions or complaints regarding measures taken to suspend the Student's use of the Lessons.
3. When measures have been taken by ARC to suspend the Student's use of the Lessons, the Students forfeits the benefits of all deadlines, and shall pay all debts owed to ARC (including unpaid fees for Lessons) as a lump sum.
4. In the event that a Student breaches these Terms of Use, or falls under any on the items in Clause 1 of this Article, and ARC incurs damages as a result, ARC shall be able to seek compensation from the Student for the damages incurred.
5. ARC assumes no liability whatsoever for any damages incurred by the Student as a result of measures taken to suspend his or her use of the Lessons.

Article 9 Student Prohibitions

1. Students must not engage in the following acts
 - (1.) Lending, giving or borrowing of names, selling, transferring, loaning, or offering collateral to another party for the right to use our lessons.
 - (2.) Breaching ARC ACADEMY's reputation, credit, copyright, patent, utility model rights, design rights, trademark, portrait right, and privacy.
 - (3). Acts against public policy.
 - (4). Any conduct that interferes with the progressing of Lessons.
 - (5). Use of our lessons for commercial and sales activities.
 - (6). Invitation or coercion of other Students into the committing of unlawful acts.
 - (7). Acts that can damage and hurt other Students financially or mentally.
 - (8). Harassment of teachers and other Students, or behaviors that obstruct the progress of the lessons. Note that after verifying the facts, it is ARC ACADEMY's judgement to determine what constitutes an act of harassment.
 - (9). Both online or offline, including the sending and receiving of email, it is prohibited to contact teachers privately, both directly or through another party.
 - (10). Invitation and solicitation of teachers.
 - (11). Blackmailing and verbal abuse, or other conducts that impede business.
 - (12). Other acts deemed to be inappropriate by ARC.

Article 10 Modification, Suspension and Termination, or Transfer of the Service

1. In the event that any of following apply, ARC can suspend or interrupt the operation of the Lessons, and shall assume no liability in relation to the suspension of the Lessons.
 - (1) When performing regular or emergency maintenance on the Lesson's systems.
 - (2) When normal provision of the Lesson has become impossible due to war, riot, turmoil, labor disputes, earthquake, volcanic eruption, flood, tsunami, fire, blackout or other states of emergency.
 - (3) When there is a failure or other issue of the system providing the Lesson.
 - (4) Other cases where ARC has determined that temporary interruption is necessary for the operation of the Lesson.
 - (5) When provision of the Lesson has become technically difficult or impossible.
2. When suspending or interrupting operation of the Lesson in accordance with the provisions of the preceding

paragraph, ARC shall notify Users of the fact beforehand. However, this shall not apply in unavoidable emergency situations.

Article 11 Handling of Student Information

1. Students' personal information will be managed by ARC ACADEMY. However, in the cases enlisted below, the student acknowledges in advance that the information might be provided or disclosed to a third party.

(1) If the Student's consent is obtained.

(2) When, based on law and regulations, a public institution requires for information to be disclosed.

2. Students shall carefully manage and store all the information received during the course. Students are fully responsible, and ARC ACADEMY assumes no responsibility for loss or disappearance of course information due to insufficient management and organization on the part of the student. Furthermore, the student will notify ARC ACADEMY immediately if he/she becomes aware that his/her information or identity is being used illegally by another party.

Article 12 Use of Zoom

ARC ACADEMY offers online Lessons using the services provided by Zoom. When using Zoom, students agree to the following contents.

1. Agreement to the use of Zoom's functions as well as the terms and conditions of Zoom.

2. It is the student's responsibility to download Zoom and ensure it is functioning correctly before the Lesson.

3. ARC ACADEMY is responsible if the lesson cannot be taken due to a malfunction or failure of ZOOM or any hardware required for its use.

4. ARC ACADEMY will not be liable for any malfunctions of Zoom after the lesson has started.

5. Students shall open files and materials sent from the teacher on Zoom via chat at their own risk. ARC ACADEMY is not liable for any damages such as virus infections caused by files or URLs sent from the teacher.

6. Students should note that their display name on Zoom will be notified to the teachers in order to provide lectures.

7. ARC ACADEMY will take adequate and necessary preventive measures to protect and manage the personal information and the course materials.

8. ARC ACADEMY will not be responsible for any trouble caused by circumstances related to Zoom.

Article 13 Intellectual property rights

1. All displayed screens, information including voice captures and files provided to Applicants and Students through the Lesson remain the property of ARC or rights holders that have duly authorized ARC as an agent and can only be used via the Lesson and are not to be used via any other method (including but not limited to duplication, distribution, transfer and automatic public transmission).

2. In the event that an Applicant or Student breaches the provisions of this Article and a problem arises with a rights holder or third party, the Applicant or Student shall resolve the issue at his or her responsibility and at his or her own expense and shall not cause any inconvenience or damages to ARC.

Article 14 Limitations of liability

Students agree that ARC ACADEMY shall not be liable for any damage caused by or related to the matters enlisted below.

1. Having used, or not been able to use our Lesson.
2. Any unauthorized access or modification of student's data.
3. Remarks, messages and actions by third parties during the Lesson.
4. Learning outcomes of our Lessons.
5. Any negative outcomes resulting from the information the student has provided during the online Lessons.

ARC Academy
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