

Tokyo Metro Academy Online Courses Terms of Service

Article 1: Scope

Tokyo Metro Co., Ltd. (hereinafter referred to as the “Company”) stipulates the Online Courses Terms of Service (hereinafter referred to as the “Terms”) regarding the terms and conditions for the use of the online courses offered by Tokyo Metro Academy (hereinafter referred to as the “Service”) for users (defined in Article 2). Users shall read the Terms in advance and apply for the use of the Service only after agreeing to all the contents of the Terms.

Article 2: Service

1. “You” shall be the general term for those who use the Service in accordance with the Terms.
2. You may take courses online by selecting the course You wish to study in the Service and by following the procedures stipulated by the Company.
3. The Service is provided using Microsoft Teams, an online delivery system provided by Microsoft Corporation. Your Application shall be submitted after confirming each of the following items.
 - (1) To prepare equipment necessary for the use of the Service, such as a computer, webcam, and microphone.
 - (2) For the equipment to meet the minimum system requirements for Microsoft Teams
<https://learn.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>
 - (3) For the network environment to meet the requirements of Microsoft Teams to use the Service
 - ① <https://learn.microsoft.com/en-us/windows-365/enterprise/requirements-network?tabs=enterprise%2Cent>
 - ② <https://learn.microsoft.com/en-us/microsoftteams/prepare-network>
 - (4) To connect to the session with one device per Course Registration and not connect two or more devices

Article 3: Application and Registration

1. You may apply to use the Service by agreeing to the Microsoft Services Agreement for Microsoft Teams services set forth by Microsoft Corporation and all the Terms, by providing the Company with the information necessary for the application as specified by the Company, and by paying the course fee in the manner specified in Article 5 by the Company (hereinafter referred to as the “Application”).
2. You shall agree to and comply with the following clauses when submitting Your application and using the Service.
 - (1) The registered name will be displayed on the session screen, so registration shall be completed with Your real name.
 - (2) English shall be used for the application and for course discussion.
 - (3) Your camera shall be turned on as necessary to facilitate communication between You and the lecturer.

- (4) The course shall be conducted in English and questions and comments shall be accepted only in English.
 - (5) The course content shall be recorded by the Company.
 - (6) You are not allowed to film or record the course content.
 - (7) Lecturers and course details are subject to change.
3. The Company shall complete Your registration (hereinafter referred to as the “Course Registration”) upon issuing an email notification of acceptance from the Company in response to Your Application.
 4. The date of use of the Service shall be the date specified for the course which You have submitted an Application for.
 5. The Company may refuse the Course Registration at its discretion. Cases in which the Company may refuse the Course Registration include, but are not limited to cases in which a person who applied for a course falls under any of the following.
 - (1) In the event that there is a malicious misstatement, error, or omission in the Registration Information provided to the Company
 - (2) In the event that You have received or are currently receiving a suspension of use of the Service
 - (3) In the event that You are unable to make payment by the payment method specified by the Company
 - (4) In the event that You are considered to be an antisocial force, etc. (organized crime group, organized crime group member, ultra-nationalist, or other similar standing), cooperate with the maintenance, operation, or management of an antisocial force, etc. through the provision of funds or other means, or engage in any kind of interaction or involvement with an antisocial force, etc.
 - (5) In any other cases where the Company deems You to be inappropriate as a user of the Service for any other reason similar to the preceding clauses

Article 4: Storage and Modification of Registered Information and Notification to You

1. You shall be responsible for the strict safekeeping of login information such as name, email address, etc. registered at the time of Application as well as information necessary for the use of the Service (hereinafter referred to as the “Registration Information”).
2. In the event that there are any changes to Your Registration Information, You shall promptly contact and notify the Company by sending emails to tokyometro-online-courses@tokyometro.jp. When notified or contacted by You, the Company may confirm Your identity in accordance with the methods stipulated by the Company.
3. Notification to You shall be made by sending an email to the email address registered at the time of Application, and notification shall be deemed complete when the Company sends the email.
4. You must configure the email address, which You registered at the time of Application, to receive emails from the Company. The Company shall not be held responsible for any failure to receive emails from the Company due to incomplete email addresses registered at the time of Application, failure to notify the Company of changes to Your email address, or failure to properly configure Your email reception settings, etc.

Article 5: Course Fee and Payment Method

1. You shall pay the Company the course fee and consumption tax (only applied when applying from within Japan) stipulated by the Company for the use of the Service in accordance with the course fee and payment procedures displayed on the Service Application website.
2. In the event that discount rates are applied due to campaigns, etc. or in the event that the course fee is changed or revised, the course fee assessed at the time of completion of Your Application shall be applied.
3. PayPal shall be used as the payment method. The use of PayPal is a contract between You and PayPal. When using this service, You shall do so in accordance with the PayPal User Agreement.

Article 6: Refund and Cancellation

1. You may cancel Your use of the Service by notifying the Company prior to the start of the Service. Your cancellation notification shall be sent via email to tokyometro-online-courses@tokyometro.jp with Your registered name, name of the online course, course date, application date, and registration ID.
2. Except in the case of cancellation due to the Company's discretion, You agree that the following cancellation fees shall be incurred in the cancellation of Your use of the Service.
 - (1) Cancellation from the date of application acceptance to 30 days before the course start date: 10% of the invoiced amount
 - (2) Cancellation 15 to 29 days before the course start date: 50% of the invoiced amount
 - (3) Cancellation 14 days before the course start date and later, including the day of the course (no-show): 100% of the invoiced amount (full amount)

Article 7: Suspension, Discontinuance, or Modification of the Service

1. The Company may suspend, discontinue, or modify all or part of the Service without prior notice in the event that it is difficult to provide the Service due to any of the following reasons. In this case, You shall agree in advance to not be able to use the Service.
 - (1) In the event of system overload due to excessive access or other unforeseen factors
 - (2) In the event that it has become necessary to ensure Your security
 - (3) In the event that the service of the telecommunications carrier is not provided
 - (4) In the event that it is difficult to provide the Service due to force majeure such as natural disaster
 - (5) In the event that it is difficult to provide the Service due to fire, power outage, or other unforeseen accidents
 - (6) In the event that the operation of the Service becomes impossible due to laws and regulations or measures based on such laws and regulations
 - (7) In the event of other unavoidable reasons similar to preceding clauses
2. The Company shall be exempted from any and all responsibility for any disadvantage or damages, such as not being able to use the Service, caused to You due to the reasons set forth in the preceding clauses.

Article 8: Your Responsibilities and Prohibited Matters

1. You shall not perform any of the following actions related to the use of the Service.
 - (1) To transfer, lend, change the name of, or offer as collateral the right to use the Service to a third party
 - (2) To leak, lend, or transfer to a third party the session number, session password, registration ID, URL for entering the room, or Your Registration Information issued by the use of Microsoft Teams for the Service
 - (3) To use (including reproduction, reprinting, alteration, editing, redistribution, transfer, filming, recording, etc.) any or all part(s) of the content beyond the form of use permitted in course attendance
 - (4) To send data through the Service that exceeds a certain data capacity specified by the Company
 - (5) To infringe the Company's, the lecturers', or other users' business, honor, trust, copyrights, patent rights, utility model rights, trademark rights and other intellectual property rights, portrait rights, privacy, etc.
 - (6) To interfere with the operation of the Service including illegal acts and acts that are offensive to public order and morals
 - (7) To use the Service directly as a business activity for Yourself or a third party
 - (8) To ask questions or consult with the Company's lecturers about the external services of a third party that are used in the Service or any other content that is not directly related to the Service
 - (9) To solicit or encourage other users or the Company's lecturers to engage in illegal activities
 - (10) To cause economic or mental damages or disadvantage to other users or the Company's lecturers
 - (11) Criminal acts or acts related to criminal acts
 - (12) To pry into or leak the Company's confidential information
 - (13) To interfere with the Company's operation of the Service including abusive or threatening behavior towards other users or the Company's lecturers
 - (14) The act of sharing one Registration Information with a person other than Yourself and having a person other than Yourself use the Service
 - (15) To interfere with the operation of the Service, such as posting slanderous messages about the Company or the Service or harassing other users on SNS or various websites
 - (16) To provide services that are based in whole or in part on the Service
 - (17) Any other actions that the Company reasonably deems inappropriate for the operation of the Service
2. You shall use the Service at Your own risk, and shall bear all responsibility for any and all actions taken on the Service and the results thereof.
3. Disputes, etc. arising between You and third parties in relation to the Service shall be resolved at Your own risk. You shall indemnify the Company against any claims from a third party and shall not cause any inconvenience to the Company.
4. In the event that the Company or a third party suffers direct or indirect damage as a result of an act in violation of Clause 1, You shall assume all legal responsibility, even after the termination of the Service, and shall compensate and indemnify the Company or a third party for any damage (including the reasonable attorney's fees) caused.

Article 9: Lack of Warranty and Disclaimer

1. If the use of external services or applications are required to use the Service, You shall use these services in accordance with their terms and conditions. The Company is not responsible for the safety of the external services used in connection with the Service or for any fees incurred.
2. The system and network requirements necessary to receive the Service shall be prepared and maintained at Your expense and responsibility. The Company does not guarantee that the Service will be compatible with all equipment.
3. Except as expressly provided in the Terms, the Company makes no warranty of any kind regarding the content or results of the Service.
4. You agree in advance that, in Your use of the Service, the Company shall not be liable for any damages arising out of or in connection with the matters set forth in the following clauses.
 - (1) In the event that the content or quality of the Service is not satisfactory to You
 - (2) In the event that You are unable to receive the desired instruction from the lecturers during the course time, or in the event that the lecturers do not respond to Your questions during the course time
 - (3) In the event that the lecturers do not provide guidance or answers to questions that are not related to the content of the course
 - (4) In the event that a virus infection or other damage has been caused by files received in connection with the Service
 - (5) In the event that the Service cannot be used due to loss or inability to use the password, etc.
 - (6) The completeness, accuracy, timeliness, safety, etc. of all information and links provided on the Service
 - (7) Any and all matters arising from Your use of or inability to use the Service
 - (8) The results of Your own initiatives based on the Company's expertise learned through the Service

Article 10: Handling of Your Personal Information

1. The Company may, at its discretion, use personal information, Registration Information, and other information and data provided by You to the Company for the purpose of providing and operating the Service, improving and enhancing the Service content, etc., or may use such information as statistical information in a form that does not identify individuals. In addition, the Company shall use personal information in accordance with the following Privacy Policy stipulated by the Company.
Tokyo Metro Co., Website: https://www.tokyometro.jp/lang_en/privacy/
2. The Company may outsource the handling of personal information to a third party for the purpose of providing the Service. In this case, the Company shall implement appropriate management, such as imposing a contractual obligation of confidentiality on the relevant contractor.
3. The Company shall not provide Your personal information to third parties, except when required by law or when the Company has obtained Your consent.
4. Persons residing in the EU shall also review the Additional Terms Applicable to the Handling of Personal Information of EU (European Union) and EEA (European Economic Area) Residents under the EU General Data Protection Regulation (hereinafter referred to as the "GDPR").

Article 11: Modification or Termination, etc. of the Service

1. The Company may modify the contents of any or all parts of the Service at any time, without prior notice to You if the Company deems it necessary.
2. The Company may terminate the provision of the Service at any time at the Company's discretion. In this case, the Company shall notify You in advance, and shall refund the full amount of any unused course fees.

Article 12: Special Provisions Concerning the Application of the Consumer Contract Act

In the event that the Consumer Contract Act applies to the terms and conditions of the Terms between You and the Company, the provisions of the Terms that stipulate the Company's total disclaimer of liability shall not apply.

Article 13: Interpretation and Consultation of the Terms

1. Even if any provisions of the Terms, or any part thereof, is determined to be invalid under the Consumer Contract Act or other laws or regulations, the remaining provisions of the Terms shall continue to be valid and shall be interpreted so as to modify such invalid provision or part thereof to the extent necessary to make it valid and to ensure, to the maximum extent possible, the intent and legal and economic effects equivalent of such invalid provision or part thereof.
2. In the event that any matter not stipulated in the Terms arises or any doubt arises regarding the interpretation of these Terms of Use, You shall comply with the provisions of the Company. If this does not resolve the issue, the Company and You shall promptly resolve the issue through consultation in accordance with the principle of good faith.

Article 14: Applicable Laws

The Service and the Terms shall be governed by the laws of Japan.

Article 15: Exclusive Jurisdiction

In the event that the need for litigation arises between You and the Company regarding the Service, the court with jurisdiction over the location of the Company's headquarters shall be the court of exclusive jurisdiction.

Article 16: Effect and Modifications of the Terms

1. The Terms are the entire agreement between the parties and supersedes any and all agreements and communications with You prior to the effective date of the Terms.
2. Your obligations under the Terms shall not be vanished and shall continue even if the Service or the Terms are terminated.
3. The Company reserves the right to modify the Terms at any time without prior notice to change the Service. However, in the event that a change to the Terms would cause a significant disadvantage to You, the Company shall obtain Your consent to the change or change the Terms in accordance with the provisions of Article 548-4 of the Civil Code.

4. In the event of any modifications to the Terms, the Company shall notify You of the modifications via email, and You shall be deemed to have agreed to the revised Terms at the time You first use the Service after being notified of the modifications.

Effective on April 22, 2024

Contact

Tokyo Metro Co., Ltd.
3-19-6 Higashi-ueno, Taito-ku,
Tokyo, 110-8614, JAPAN
Email: tokyometro-online-courses@tokyometro.jp

Additional Terms Applicable to the Handling of Personal Information for EEA (European Economic Area) and United Kingdom Residents

These Additional Terms describe additional information for users residing in the European Economic Area (EEA) and the United Kingdom in accordance with the EU General Data Protection Regulation (GDPR) and the GDPR incorporated into UK law by the EU Withdrawal Act 2018 and amended by the Data Protection, Privacy and Electronic Communications EU Withdrawal Regulations 2019 (UK GDPR) (the GDPR and UK GDPR are hereinafter collectively referred to as the “GDPR”).

In the event of any inconsistency between these Additional Terms and the terms of the main body of the Privacy Policy, these Additional Terms shall prevail.

Article 1: Handling of Personal Information

The methods and purposes for which the Company handles Your personal information (acquisition, retention, and use), the types of Your personal information handled by the Company, and the provision of Your personal information to third parties are as described in the Privacy Policy.

Purposes of use

The Company shall handle Your personal information (collection, retention, and use) in accordance with these Additional Terms and Tokyo Metro Academy Online Courses Terms of Service for the purposes detailed below.

- To let You know of changes of the Company's Service
- To manage Your account
- To provide You with the Service
- To let You know of the Company's policies and terms
- To improve safety and security by monitoring for fraudulent activity and investigating suspicious or potentially illegal activities or violations of our policies and terms
- To use personal information for the purposes of data analysis, research, and auditing
- To ensure business continuity

Article 2: Legal Basis for Use of Personal Information

The legal basis for the processing of personal information is that the processing is necessary for the legitimate interests of the Company or a third party. For more information on the legitimate interest balancing test, please contact us using the contact information at the end of this document.

Article 3: Transfer of Personal Information to a Third Country, etc.

The Company shall transfer personal information acquired outside of Japan to Japan and acquired in Japan to a third country for the purpose of fulfilling a contract with You or for the purpose of performing procedures requested by You prior to the conclusion of a contract. Japan has been certified by the European Commission as guaranteeing an adequate level of protection for personal information, and this certification is used as the legal basis for the extraterritorial transfer. We use appropriate security and confidentiality measures to handle

Your personal information. The third country referred herein indicates the relocation site controlled by the service provider necessary to provide the service.

Article 4: Retention Period of Personal Information

To determine the appropriate retention period for personal data, the Company considers the amount, nature, and sensitivity of the personal data, the risk of potential damage from unauthorized use or disclosure of the personal data, the purposes for which the Company processes the personal data and whether those purposes can be achieved by other means, and applicable legal requirements. If Your personal data the Company has collected is no longer needed, the Company shall delete or anonymize it, or if this is not possible (for example, if the personal data is stored in a backup archive), the Company shall store Your personal data securely until it can be deleted, after which there shall be no further processing of the personal data. If the Company anonymizes Your personal data (so that it can no longer be associated with You), the Company may use such data indefinitely without further notice to You.

Article 5: Your Rights to Personal Information

You have the following rights against the Company, provided that the requirements of the GDPR and other applicable laws are met. You may exercise these rights by contacting us using the contact information at the end of this document. If the Company receives a request to exercise any of these rights, the Company shall respond in good faith after confirming Your identity, unless the request falls under one of the exceptions set forth in the GDPR, etc.

1 Right of access to personal information

The right to check whether or not Your personal information is being used, and if so, the right to access that personal information and any associated information

2 Right to correct personal information

The right to have Your inaccurate personal information corrected

3 Right to erase personal information

The right to have Your personal information erased in certain cases

4 Right to restrict the use of personal information

The right to have the use of Your personal information restricted in certain cases

5 Right to object to the use of personal information

The right to object to the use of Your personal information on the basis of a legitimate interest sought by the Company or third parties

6 Right to data portability

The right to receive the personal data You have provided to us in a structured, commonly used, and machine-readable format and to transfer that personal data to another entity without the Company's interference

Article 6: Withdrawal of Consent

If the Company uses consent as the legal basis for processing personal information, You may withdraw Your consent to the use of Your personal information at any time. The withdrawal of such consent does not affect the

legality of the use of personal information based on the consent before withdrawal. You may withdraw Your consent by contacting us using the contact information at the end of this document.

Article 7: Appeal to Supervisory Bodies

You may appeal against the Company's handling of personal information to a supervisory bodies such as a national, regional, or international organization in accordance with the GDPR, etc.

Article 8: Personal Information that Must Be Provided for the Course

The Company requires the following information in order to provide You with the Service. If such information is not provided, the Company may not be able to provide You with the Service.

- Name
- Email address
- IP address
- Information entered at the time of Application (country, place of work, position, etc.)

Article 9: Personal Information of Persons Under 16 Years of Age

If a person under the age of 16 provides their personal information and if the Company's legal basis for processing of their personal information is consent, they shall provide their personal information only with the consent of a parent or guardian.

Article 10: Existence of Automated Decision-making, Such as Profiling

The Company does not make decisions based solely on automated handling, such as profiling, of personal information.

Article 11: Sharing of Information with Third Parties Involved in the Provision of the Company's Service

We provide the Service through third parties (Microsoft Corporation, PayPal Pte. Ltd., Alphabet Inc.), and information shall be shared with these third parties when You use the Service. Each company's Privacy Policy can be found on Microsoft Corporation, PayPal Pte. Ltd., and Alphabet Inc. websites respectively.

Microsoft Corporation: <https://privacy.microsoft.com/en-gb/privacystatement>

PayPal Pte. Ltd.: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>

Alphabet Inc.: <https://policies.google.com/privacy?hl=en>

In addition, the Company may share personal data with third parties under circumstances permitted by the GDPR.

Article 12: Links to Other Websites

The Application website may contain links to other websites. Please note that if You use such a link to leave this website, the Company does not retain control over the other website. Therefore, the Company is not responsible for the protection and privacy of information received from You when visiting websites that are not regulated by the Company's Privacy Policy and these Additional Terms. Please carefully read through the privacy statement that applies to the website in question.

Effective on April 22, 2024

Contact

Controller

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