

Terms of Use

JTP Co.,Ltd. (further referred to as "JTP") stipulates the Terms of Use (Further referred to as "Terms of Use") as follows.

I.DEFINITIONS

This Article includes definition of terms that are commonly used in this Terms of Use.

- (1) This Service: Services stipulated in Article III which JTP provides to Users.
- (2) Users: Individuals who use This Service.

II.SCOPE

This Terms of Use is applied to Users and JTP for using This Service. Users shall abide by this Terms of Use.

III.SERVICES

JTP provides services as follows:

- (1) Delivery of GAIT related examinations.
- (2) Distribution of examination results.

※Regions where these services are provided: Asia, and North America.

IV.AGREEMENT

- 1 By pressing the "I agree" button, you acknowledge that you have read, understood and agree to be bound by the Terms of Use.
- 2 JTP does not accept liability for any damage or loss Users may receive due to their providing incorrect or insufficient information upon using This Service.

V.DENIAL OF USE

JTP may deny the use of This Service to Users who:

- (1) Users who do not exist.
- (2) Users who have been denied use of This Service in the past for violating the Terms of Use.
- (3) Users who have provided false, incorrect, or insufficient information upon using This Service.
- (4) Users who have been denied use of his/her credit card or bank account which he/she had attempted to use for payment for This Service by the credit card company, receiving agency, or financial institution.
- (5) Users who is determined to be inadequate by JTP.

VI. USER ACCOUNT

- 1 You will need a GAIT account in order to use This Service. Your account may either be created by yourself or distributed by your administrator (Your administrator may be your supervisor, educator, etc.). If your account is created by your administrator, different or additional terms may apply.
- 2 Users are responsible for their own passwords they have created for This Service. JTP does not accept liability for any damage caused by misuse of the password or use of the password by a third party.
- 3 Passwords shall not be transferred, sold, or lent.

VII. PRIVACY POLICY

Personal information protection department, Director: Hitoshi Date

Tel: +81-3-6773-5044

- 1 JTP handles information (name, date of birth, address, phone number, fax number and E-mail address) on Users (further referred to as "Personal Data") appropriately according to Privacy Policy (<https://www.jtp.co.jp/en/en-privacy-policy/>) on JTP's Web site.
- 2 JTP uses Personal Data for purposes described below. JTP owns the right to deposit Personal Data to the extent necessary to outsourcers.
 - (1) To provide This Service.
 - (2) To send out E-mails with information on the examination to Users.
 - (3) To send out analytic surveys related to This Service to Users.
 - (4) To send E-mails to get approval for the use of Personal Data to Users.
 - (5) To use within the scope of consent of Users.
- 3 JTP will provide necessary information upon request from the questioner or a representative (authorized agent or attorney) to notify the purpose of use, disclose, amend, add, delete, suspend the use, eliminate, suspend the provision to third parties of personal information (further referred to as "Request of Disclosure etc.").

In case of making an application of disclosure or submitting complaints on the use of personal information, please contact the following desk:

Personal Information Consultation Desk, JTP Co.,Ltd.

14F, 4-7-35 Kitashinagawa, Shinagawa-ku, Tokyo, 140-0001

E-mail: adhq-all@jtp.co.jp

- 4 JTP shall not disclose or provide Personal Data to third parties unless the Users understand the purpose, acknowledge who the Personal Data is given to and agree on its usage. However, provided that this shall not apply in cases as follows.
 - (1) JTP may disclose Personal Data to the extent necessary where it is the subject of a court order or other legal obligation compelling disclosure.
 - (2) JTP may disclose Personal Data to credit card companies and financial institutions to the extent necessary in cases where it is determined necessary for spotting, paying, or collecting claims and debts for This Service.

- (3) JTP entrusts its business in part to third parties for better service to customers. JTP may also entrust personal information to its partners that have been impartially elected to handle such information appropriately. Partners shall endeavor to handle with appropriate care according to contracts etc. guaranteeing security protection of personal information.
- 5 JTP may collect and analyze Personal Data to create statistical data where Users are unidentifiable and may use them to develop new services. JTP owns the right to provide such statistical data to its business partners.
- 6 Purpose, acquirer, recipient and storage period of the credit card information (cardholder's name, card type, card number, expiry date) of the Users are as follows.
- (1) Purpose: The user's credit card information will explicitly be used for the purpose of settlement of payments by credit card for the product or the service the user has purchased.
- (2) Acquirer: JTP Co.,Ltd.
- (3) Recipient: Credit card companies and payment service providers (AXES Payment Co.,Ltd.)
- (4) Storage period: JTP does not store credit card information.
- 7 The provision of personal information is thoroughly dependent on the user's intention. However, if there is insufficiency in the given information, the service may not be appropriately offered according to the purpose of the use of the service.
- 8 Cookies are used with the purpose of simplifying the process of the user re-visiting and browsing our website. It will not violate the user's privacy nor have negative impact on your computer. All fields in this website that are intended to enter personal information are protected using SSL(Secure Sockets Layer)'s data encryption system. Firewalls are built to securely store internal information. However, the Internet connection does not guarantee flawless security.

VIII.USER PROHIBITIONS

- 1 Users are prohibited from taking actions as follows:
- (1) Using This Service for fraudulent purposes.
- (2) Any and all actions that violate or may violate copyrights, trademark rights, and all applicable rights of JTP or other third parties.
- (3) Any and all actions that lead to or may lead to disclosure of examination questions, in whole or in part, provided through This Service including saving, modifying, reproducing, distributing, transmitting, disclosing or publishing the GAIT examination, in any form or by any means, verbal or written, electronic or mechanical.
- (4) Actions that violate the operation of This Service.
- (5) Other actions that JTP determines to be inappropriate.
- 2 Users who have violated the provisions in the previous section shall accept liability. JTP shall not take responsibility on behalf of such Users.

IX.SERVICE TERMINATION

- 1 JTP may terminate This Service, in whole or in part, without prior notice to Users in cases described below.

- (1) Where there is an urgent necessity of checking or updating the system that provides This Service.
 - (2) Where it is difficult to provide This Service due to force majeure such as war, terrorism, riot, strike, earthquake, volcanic eruption, flood, tsunami, fire, blackout, etc.
 - (3) Where telecommunication carrier does not provide services.
 - (4) Where JTP determines that This Service needs to be temporarily be suspended or be terminated due to unexpected circumstance for operational or technical reasons.
- 2 JTP shall not accept liability for any loss or damage that Users or third parties may receive due to temporary suspension or termination of This Service for any reason.

X. NON-DISCLOSURE AGREEMENT

- 1 All parties shall strictly retain information that is defined as confidential and/or personal information of the other parties and their clients including but not limited to all the business or technical information which could cause an disadvantage if the information is publicized. The parties hereto shall not publicize, use, replicate, copy disclose or provide the information whether conducted by himself / herself or by a third party.
- 2 The obligations of all parties set forth in the previous section shall continue to exist even after the termination of the service agreement.

XI. EXCLUSION OF ANTI SOCIAL FORCES

- 1 Each party represents and warrants that it does not have any relationship with or is a member of any Anti Social Forces.

"Anti Social Forces" means:

- (1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of the above; or
 - (2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of the above.
- 2 If either party determines that an investigation is required in order to determine the applicability of the provisions in the previous section, either party may request the other party to cooperate in the investigation and shall submit the necessary materials.
- 3 All parties shall be entitled to terminate any and all agreements without any notice if the other party violated any provisions of this agreement. In this case, the party which has terminated the agreement, shall not compensate nor indemnify for any damage to the other party. In addition, the other party shall indemnify the damage that the termination may have caused to the party.

XII. PROTECTION OF INTELLECTUAL PROPERTY

- 1 Users shall not replicate, copy or distribute any intellectual properties provided by JTP for the use of This Service without JTP's prior written consent.

- 2 If the Service is terminated, Users shall return or discard the intellectual property in a secure manner according to instructions of JTP.
- 3 If Users have received intellectual properties of JTP, Users shall delete the data immediately when Users terminate This Service.
- 4 Users who violate the provisions in the previous section and cause damage to JTP shall indemnify for the damage in direct scope.

XIII.DISCLAIMER

- 1 Unless separately prescribed, JTP shall not accept liability for damage that Users or third parties may receive due to reasons including but not limited to provision, delay, change, suspension, cancellation, discontinuation or termination of This Service, leak or loss of information provided through the process of using This Service.
- 2 If Users cause damage to third parties by using This Service, Users shall settle the problem on its own liability and cost, without causing damage to JTP. If Users cause damage to JTP by violating this Terms and Use, JTP shall have the right to demand for indemnity.

XIII. PROCEDURES AFTER TERMINATION

- 1 When the agreement in accordance with this Terms of Use is terminated Users shall return, discard or delete all the documents provided by JTP for the usage of This Service.
- 2 When the agreement in accordance with this Terms of Use is terminated, JTP shall retain all the data of Users that has been generated for the usage of This service. This data may be reused for data processing and analysis after masking personal information of Users.

XV.NON-ASSIGNMENT

- 1 Users shall not assign, transfer or encumber in favor of a third party its status as a user of This Service or its rights or obligations in accordance with the Terms of Use (arising from such status) without the prior consent of the JTP.

XVI. CANCELLATION

- 1 JTP may terminate the agreement of This Service in whole or in part without prior notice to Users in the following cases described below.
 - (1) In cases where Users violate any provisions of the Terms of Use.
 - (2) Any note or check issued or accepted by Users is dishonored or Users becomes unable or admits to its creditors its inability, a petition is filed by or against Users for the institution of proceedings for bankruptcy or civil rehabilitation.
 - (3) Users delay payments in whole or in part or refuse payment without a legitimate reason.
 - (4) A petition is filed for attachment, provisional attachment, auction sale, with respect to the User's assets or Users become subject to coercive collection due to tax delinquency.

- (5) Users are penalized by revocation or suspension of its business license by a regulatory agency.
 - (6) Dissolution, capital reduction or assignment of the whole of a business or an important part of a business have been determined.
 - (7) JTP determines that maintaining relation between Users and JTP is a substantial hardship for any reason attributable to Users.
- 2 JTP shall not waiver right to claim damages under any circumstance that the agreement is terminated, in whole or in part due to the provisions in the previous section.

XVII.ALTERATION

- 1 JTP may revise the Terms of Use without consent of Users. In case where the Terms of Use are revised, the revised version shall be applied.
- 2 In case revisions are conducted JTP shall notify the revised Terms of Use by any means including e-mail in advance. However, this revision shall be valid, in the case this notification does not reach Users for any reason attributable to Users.

XVIII.GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of Japan.

XIX.JURISDICTION

All disputes arisen under the Terms of Use and through the use of This Service shall be submitted to the exclusive jurisdiction of Tokyo District Court.

Issued on November 11, 2013

Revised on September 6, 2016

Revised on April 1, 2018

Revised on December 22, 2020

Revised on April 1, 2021

Revised on January 17, 2022