

KIKOTO Language Academy – Terms and Conditions of Service

Welcome to KIKOTO Language Academy. These Terms and Conditions (hereinafter referred to as the "Terms") govern the relationship between KIKOTO Language Academy (hereinafter referred to as the "Academy") and the users (hereinafter referred to as the "Student" or "Member") registering for our online language courses. By registering for or using our services, you agree to comply with these Terms.

Article 1 (Purpose and Application)

1 These Terms apply to all relationships between the Academy and the Student regarding the use of the online language learning services provided on this website (hereinafter referred to as the "Service").

2 Any guidelines, rules, or policies posted on the Academy's website constitute a part of these Terms.

Article 2 (Registration and Account Security)

1 Applicants must register for an account using accurate, complete, and up-to-date information.

2 The Academy reserves the right to deny admission if an applicant has previously violated the Academy's terms, or if the registration contains false information.

3 Students are solely responsible for protecting their login credentials (User ID and Password). Account sharing, lending, or transferring to any third party is strictly prohibited.

Article 3 (User Environment and Equipment)

1 The Student is responsible for preparing and maintaining the necessary hardware (PC, tablet, webcam, headset) and a stable internet connection required to access the Service at their own expense.

2 The Academy is not responsible for any inability to attend lessons due to the Student's technical issues, hardware malfunction, or internet instability.

Article 4 (Fees and Payment)

1 The Student shall pay the tuition fees, registration fees, and textbook fees specified by the Academy via the designated payment methods (Credit Card, PayPal, or Bank Transfer).

2 All transaction fees (such as bank transfer fees) shall be borne by the Student.

Article 5 (Lesson Booking and Cancellations)

1 **Reservations:** Lessons must be booked up to 24 hours prior to the scheduled start time.

2 **Student Cancellations:** Cancellation or rescheduling of a lesson must be completed at least 24 hours before the scheduled class time.

3 **No-Shows and Late Cancellations:** If a cancellation is made after the 24-hour deadline, or if the Student fails to appear, the lesson will be counted as completed, and no refund or replacement credit will be given.

4 Student Tardy: If a Student is late, the lesson will still end at the originally scheduled time. If the Student does not log in within 15 minutes after the start time, the lesson will be treated as an unexcused absence and forfeited.

5 Force Majeure and Academy Cancellations:

If a lesson cannot be conducted in real-time due to sudden teacher illness, severe weather conditions, natural disasters, or other unforeseen events beyond the Academy's control, the Academy may, at its sole discretion, provide the Student with a recorded video of the lesson material. In such cases, the Academy is under no obligation to offer a makeup class, reschedule the lesson, or provide additional live instruction. However, if a similar class covering equivalent subject matter becomes available, the Academy may choose to grant the Student access to it. The provision of any alternative learning opportunities remains entirely at the sole discretion of the Academy.

Article 6 (Refund Policy and Cooling-Off)

1 Cooling-Off Period: In accordance with Japanese law, domestic consumers may cancel their contract without penalty within 8 days of the initial agreement date, subject to the conditions of the Act on Specified Commercial Transactions.

2 Standard Refunds: Registration fees and already completed or expired lesson tickets are strictly non-refundable.

3 Unused prepaid credits or packages can only be refunded upon official written withdrawal request before the credit expiration date, subject to an administrative cancellation fee of 10% of the remaining value.

Article 7 (Prohibited Conduct)

Students must not engage in any of the following activities. Violation of this article may result in immediate termination of the account without refund:

- 1 Recording, screen-capturing, or downloading any video, audio, or materials from the lessons without explicit written consent from the Academy.
- 2 Violating the intellectual property and copyrights of the Academy's materials.
- 3 Disruptive behavior, harassment, discrimination, or abusive language directed toward teachers or other students.
- 4 Attempting to solicit teachers for private lessons outside the Academy's platform.
- 5 Uploading viruses or attempting to compromise the security of the Academy's systems.

Article 8 (Intellectual Property Rights)

All educational materials, curricula, text, graphics, and logos provided through the Service are the exclusive intellectual

property of KIKOTO Language Academy or its licensors. They are provided solely for the Student's personal, non-commercial educational use.

Article 9 (Disclaimer of Warranties and Limitation of Liability)

1 The Academy does not guarantee that the Service will meet specific language fluency benchmarks or exam outcomes.

2 The Academy is not liable for any service interruptions caused by natural disasters, power outages, major network failures, or other Force Majeure events.

Article 10 (Handling of Personal Information)

The Academy handles all personal data collected during registration and service delivery in strict accordance with the Japanese Act on the Protection of Personal Information and the Academy's separate Privacy Policy.

Article 11 (Changes to Terms)

The Academy reserves the right to modify these Terms at any time. Changes will be posted on the website and will become effective 14 days after posting. Continued use of the service after changes take effect constitutes agreement to the updated Terms.

Article 12 (Governing Law and Jurisdiction)

1 These Terms shall be governed by and construed in accordance with the laws of Japan.

2 Any legal disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Tokyo District Court in Japan.

Effective Date: May 18, 2026