

Last updated: December 16, 2022

Discussion Partner Terms and Conditions

1. Purpose

- 1.1. When you sign up to become a discussion partner (“**DP**”) on the online English conversation services (“**Services**”) operated by Prospace Inc. (“**Company**”), you agree to abide by these Discussion Partner Terms and Conditions (“**Terms and Conditions**”).
- 1.2. The Terms and Conditions set forth the conditions of use of the Service, and all DP shall use the Service in accordance with and subject to the conditions set forth in the Terms and Conditions.
- 1.3. By agreeing to the Terms and Conditions, the Contract (defined in Article 2) is established between DP and the Company.

2. Definitions

In the Terms and Conditions the following items have these meanings.

1. “**Company**” means Prospace Inc.
2. “**Service**” means the online English conversation services the Company provides.
3. “**DP**” means a discussion partner who provides online English conversations.
4. “**Contract**” means the agreement for using the Services between DP and the Company under the Terms and Conditions.
5. “**Client**” means a company using the Services.
6. “**Learner**” means an officer or an employee of a Client who uses the Services and takes the Sessions.
7. “**Session**” means an English conversation session between DP and Learner.

3. DP Registration

- 3.1. A person who wishes to become a DP of the Service shall agree to the Terms and Conditions and shall register as a DP in accordance with the procedures set forth by the Company.
- 3.2. DP shall be obligated to immediately update the registered information in the event of any change in the information registered.
- 3.3. DP shall not use, lend, transfer, sell, trade or pledge its account on the Service to any third party.

4. The Service details

The contents of the Service shall be as described on the website.

5. Session management

- 5.1. The content of the Session assigned to a DP shall be proposed by the Company, and shall be decided upon consultation between the Company and the DP.

- 5.2. DP shall make its utmost effort to understand the abilities of the Learners participating in the Session and shall provide appropriate guidance to the Learners.
- 5.3. DP shall be present at the Session by the start time and shall instruct the Learner with the care of a good manager.
- 5.4. DP shall contact us in accordance with the "Cancellation Policy" in the event that DP fails to conduct a reserved session, becomes unable to conduct a session, or is late for a session. In addition, DP agrees in advance and shall not object to any reduction of remuneration, termination of the Contract, or any other disciplinary action.

6. DP's Obligations

In performing the Services, DP shall comply with the following.

1. To follow the guiding principles of the Service, the guidelines, and any other instructions set forth by the Company.
2. Not to perform duties as a DP or be employed as an employee of a service or a company that competes with the Service or the Company without the prior consent of the Company.
3. To strive to improve the credibility and reputation of the Service and the Company, and not to engage in any speech or behaviour that damages the credibility or reputation of the Service or the Company, such as slandering or defaming the Service or the Company.
4. Not to disclose or divulge to any third party any business or technical information of the Client or Learner that you learn or become aware of in connection with the use of the Service.

7. Remuneration

- 7.1. As remuneration for the Services, the Company shall pay to DP a sum equal to the number of Sessions conducted by DP multiplied by the unit remuneration price per Session separately determined by the Company (However, if any deduction is required by law, the amount to be deducted shall be deducted).
- 7.2. The Company shall pay the monthly summarize the remuneration stipulated in the preceding paragraph by the method prescribed by the Company by the last day of the following month.

8. Usage Environment of the Service, etc.

- 8.1. DP shall use the online video chat system designated by the Company. DP shall prepare and maintain the computers, smartphones, software and other equipment, telecommunication lines and other communication environments, etc. necessary to use the Service at its own expense and responsibility.
- 8.2. DP shall, at its own cost and responsibility, take security measures such as prevention of computer virus infection, unauthorised access, and information leakage, in accordance with the environment in which the Service is used.
- 8.3. The Company shall not be obligated to store any messages, etc. sent or received by DP on the Service, and may delete such information at any time. The Company shall not be liable for any loss or damage incurred by DP due to the deletion of such information.

9. Intellectual Property Rights, etc.

- 9.1. DP shall not reproduce, reprint, publicly transmit, modify or otherwise use any information or content provided in the Service ("**Company's Content**") beyond the scope of private use as stipulated in the Copyright Law.
- 9.2. All copyrights, patent rights, utility model rights, trademark rights, design rights, and all other intellectual property rights and the right to obtain registration of these rights ("**Intellectual Property Rights**") related to the Company's Content shall belong to the Company and shall not belong to DP. DP shall not reproduce, distribute, reprint, transfer, publicly transmit, modify, adapt or otherwise make secondary use of the Company's Content, regardless of whether or not the Intellectual Property Rights exist.
- 9.3. If any problem arises due to DP's violation of the provisions of this Article, DP shall, at its own expense and responsibility, resolve such problems and take appropriate measures so as not to cause any disadvantage, burden or damage to the Company.
- 9.4. The Company shall be free to use (including reproduction, duplication, copying, modification, sublicensing to a third party, and any other use) any text, images, videos, and other data, etc., posted or transmitted by DP in the Service without any compensation.

10. Prohibited Matters

- 10.1. The Company prohibits the following acts concerning DP's use of Service
 - 10.1.1. Acts that violate the Terms and Conditions.
 - 10.1.2. Interfering with the operation of the Service.
 - 10.1.3. Disclosing or making Feedback Contents available for viewing to any third party.
 - 10.1.4. Acts that infringe or may infringe the Intellectual Property Rights of the Company or any third party.
 - 10.1.5. Acts that cause or may cause disadvantage or damage to the Company or third parties.
 - 10.1.6. Acts that unfairly damage or threaten to damage the honor, rights, or credibility of the Learners or Clients or others.
 - 10.1.7. Any act that interferes with the progress of the session.
 - 10.1.8. Conduct of consuming alcohol or in a state of drunkenness or smoking during a session.
 - 10.1.9. Direct contact with Client or Learner without the Company's involvement.
 - 10.1.10. Soliciting Client or Learner to a business or service that competes with the Company.
 - 10.1.11. Participating in a session with more than one person.
 - 10.1.12. Recording or videotaping the contents of a session.
 - 10.1.13. Repeated cancellation of session reservations or non-attendance at sessions, either intentionally or through gross negligence.
 - 10.1.14. Violation of laws, regulations, or ordinances.
 - 10.1.15. Criminal acts, acts that lead to or encourage criminal acts, or may lead to or encourage criminal acts.

- 10.1.16. Unauthorised access to the Company's system, falsification of program code or location information in connection therewith, intentional misrepresentation, cheating by using specifications of communication devices or other applications, distribution of computer viruses, or any other act that interferes or may interfere with the normal operation of this service.
- 10.1.17. Acts that damage or may damage the credibility of this service.
- 10.1.18. Disclosure of Learner or Client information to a third party.
- 10.1.19. Any other act that the Company deems inappropriate.
- 10.2. If the Company deems that DP's actions fall under any of the items in Paragraph 10.1, the Company may take any or all of the following actions without prior notice.
 - 10.2.1. Restriction of use of the Service.
 - 10.2.2. Termination of the Contract.
 - 10.2.3. Any other action that the Company reasonably deems necessary.

11. Disclaimer

- 11.1. The Company does not guarantee the completeness, accuracy, truth, or validity of the contents of the Service.
- 11.2. The Company does not warrant the completeness, accuracy, currency, security, etc. of any information, links, etc. provided on the Service.
- 11.3. The Company does not warrant that the Service will continue to be provided without technical problems, or that it will not be interrupted, discontinued, or otherwise impaired.
- 11.4. The Company shall not be liable for any loss or damage to Learners resulting from the theft of information related to DP due to unauthorized access or other unforeseen acts.
- 11.5. The Company shall not be liable for any failure of performance of the Contract or the Terms and Conditions, in whole or in part, due to an earthquake, tsunami, typhoon, heavy rain, heavy snowfall, or other natural disaster, war, terrorism, civil war, riot, infectious disease or other public health emergency, act of government or governmental agency, labor dispute, power failure, interruption or suspension of telecommunications, transportation accident or other failure beyond the control of the Company, or any other force majeure event.
- 11.6. The Company shall not be liable for any trouble (whether inside or outside of the Service) with Client or Learner, another DP or any other third party in connection with the use of the Service, and DP shall resolve such trouble at its own cost and expense.

12. Transfer of Status

- 12.1. DP shall not assign, transfer, grant security over, or otherwise dispose of its position under the Contract or its rights or obligations under the Terms and Conditions, in whole or in part, to any third party.
- 12.2. In the event that the Company transfers the business pertaining to the Service to a third party (regardless of the form of the transfer, such as business transfer, corporate split, etc.), the Company may transfer the Contract, the position under the Terms and Conditions, the rights and

obligations under the Terms and Conditions, and information concerning DP to the transferee of such transfer. In the event of such transfer, DP agrees in advance to the transfer to the transferee of the Contract, its position under the Contract, rights and obligations under the Terms and Conditions, and DP's information.

13. Handling of personal information

- 13.1. Upon DP's commencement of use of the Service, the Company will acquire DP's personal information, including name, address, contact information, and educational background, to the extent necessary for the following purposes.
 - 13.1.1. To provide the Service.
 - 13.1.2. To improve and enhance the Service or develop new services.
 - 13.1.3. To contact you as necessary for maintenance, important notices, etc.
 - 13.1.4. To respond to opinions, inquiries, etc. regarding the Service (including to confirm the identity of the individual).
 - 13.1.5. To report on the use of the Service.
 - 13.1.6. To request cooperation for questionnaires, interviews, etc. related to the Service, to request participation in various events, or to report the results of such events, etc.
 - 13.1.7. To investigate and analyze the usage history of the Service and use the results to improve and develop the Service and to distribute advertisements.
 - 13.1.8. To identify DP who have violated the Terms and Conditions or who are attempting to use the Service for fraudulent or unjust purposes, and to refuse their use of the Service.
- 13.2. The Company will strictly manage personal information and will not disclose or provide data to any third party without DP's consent. However, DP shall consent in advance to the disclosure of his/her name and educational background, among the information provided by DP to us, to Learners or Clients during sessions conducted on the Service, and shall not raise any objection in connection therewith.
- 13.3. The Company may outsource all or part of the handling of personal information within the scope necessary to achieve the purpose of use. In such cases, we will thoroughly examine the eligibility of the consignee, stipulate confidentiality obligations in the contract, and exercise necessary and appropriate supervision over the consignee.

14. Exclusion of Anti-Social Forces

- 14.1. DP represents and warrants that he/she does not currently fall under the category of Anti-Social Forces, 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 above ("**Anti-Social Forces**") and shall not fall under any of the followings.
 - 14.1.1. Having a relationship in which Anti-Social Forces is deemed to control the management of the company.
 - 14.1.2. Having a relationship in which Anti-Social Forces is deemed to be substantially involved in the management of the company.

- 14.1.3. Having a relationship that is deemed to involve unjustified use of Anti-Social Forces, such as for the purpose of pursuing unjust profits for oneself, one's own company, or a third party, or for the purpose of inflicting damage on a third party.
- 14.1.4. Having a relationship that is deemed to involve Anti-Social Forces in the provision of funds, etc., or in the provision of favors, etc. to Anti-Social Forces.
- 14.1.5. Having a socially reprehensible relationship with Anti-Social Forces.
- 14.2. DP shall ensure that it will not commit any of the following acts by him/herself or through the use of a third party.
 - 14.2.1. Violent demanding acts.
 - 14.2.2. Unreasonable demands beyond legal responsibility.
 - 14.2.3. Acts of threatening words or deeds, or acts of violence in connection with transactions.
 - 14.2.4. Acts of damaging the other party's credibility or obstructing the other party's business by spreading rumors, using deceptive means, or using force.
 - 14.2.5. Any other acts similar to the preceding items.
- 14.3. In the event that the Company finds that any representation and warranty under Paragraph 14.1 or Paragraph 14.2 is false, the Company may terminate the Contract without any notice to DP, regardless of whether or not there is any reason attributable to DP.
- 14.4. In the event that the Contract is terminated pursuant to the preceding paragraph, the Company shall not be liable to compensate DP for any loss or damage arising out of such termination.

15. Termination

- 15.1. In the event that DP falls under any of the following items, the Company may terminate the Contract without any notice.
 - 15.1.1. When the registration information includes false information.
 - 15.1.2. DP does not fulfill his/her obligations under the Contract.
 - 15.1.3. DP does not meet our standards as a DP (including, but not limited to, poor quality of sessions and repeated tardiness).
 - 15.1.4. When provisional seizure, provisional disposition, seizure, temporary restraining order, delinquent payment, or similar legal proceedings (including similar proceedings outside of Japan) have been initiated against DP's assets.
 - 15.1.5. When a petition for commencement of bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation proceedings, a petition for specified mediation, or other similar legal proceedings (including similar proceedings outside Japan) is filed against DP.
 - 15.1.6. When the DP violates the Terms and Conditions.
 - 15.1.7. When the Company deems it inappropriate to terminate the contract.
- 15.2. The termination stipulated in the preceding paragraph shall not preclude the Company from claiming compensation for damages from DP.

16. Indemnification

- 16.1. In the event that DP violates the Terms and Conditions or causes damages to the Company in connection with the use of the Service, DP shall indemnify the Company for such damages (including attorney's fees, lost profits, and any other damages).
- 16.2. If the Company receives any claim from a third party for infringement of rights or any other reason in connection with DP's use of the Service, DP shall indemnify us for an amount equivalent to the amount of money the Company has incurred for the third party based on the said claim.

17. Severability

- 17.1. Even if any part of the provisions of the Terms and Conditions is determined to be invalid under any law or regulation, the other provisions of the Terms and Conditions shall remain valid.
- 17.2. Even if any part of the provisions of the Contract is held invalid or revoked in relation to one DP, the Contract shall remain valid in relation to the other DP.

18. Term of the Contract

The term of validity of the Contract shall be one (1) year from the date of conclusion of the Contract. However, if neither the Company nor DP expresses its intention to terminate the Contract at least one (1) month prior to the expiration of the Contract, the Contract shall continue for another one (1) year under the same Terms and Conditions, and the same shall apply thereafter.

19. Modifications to the Terms and Conditions

- 19.1. The Company may modify the Terms and Conditions at any time in accordance with Article 548-4 of the Civil Code, if any of the following items applies. After the Terms and Conditions have been modified, the modified Terms and Conditions shall apply to the Contract.
 - 19.1.1. When the modification of the Terms and Conditions is in the general interest of DP.
 - 19.1.2. The modification of the Terms and Conditions is not contrary to the purpose for which the Contract was made, and is reasonable in light of the necessity of the modification, the reasonableness of the modified contents and the details thereof, and other circumstances pertaining to the modification.
- 19.2. In the event that the Company amends the Terms and Conditions, the Company shall specify the effective date of the amended Terms and Conditions, and shall notify DP of the contents and the effective date of the amended Terms and Conditions at least two (2) weeks prior to the effective date of the amended Terms and Conditions, display the amended Terms and Conditions on the Service, or otherwise make them known to DP in a manner prescribed by the Company.
- 19.3. Notwithstanding the provisions of the preceding two paragraphs, in the event that a DP uses the Service or does not take the procedure for cancellation within the period of time specified by the Company, such DP shall be deemed to have agreed to the amendment of the Terms and Conditions, after the Company has notified the DP of such amendment.

20. Governing Law

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

21. Jurisdiction

Any litigation between the Company and DP shall be subject to the exclusive jurisdiction of the Tokyo District Court in Tokyo, Japan as the court of first instance.

22. Miscellaneous

- 22.1. DP shall comply with any additional terms and conditions that are not stipulated in the Terms and Conditions, if such terms and conditions are separately stipulated by the Company. In this case, such additional terms and conditions shall become an integral part of the Terms and Conditions.
- 22.2. The additional terms and conditions shall become effective from the time they are posted in the designated section of the Company.
- 22.3. In the event of any inconsistency or conflict between the Terms and Conditions and the additional terms and conditions, the Terms and Conditions shall prevail.