

Terms of Use for the Accommodation Industry Proficiency Test

Those who wish to use the services (hereinafter referred to as the "Testing Service") for the Accommodation Industry Proficiency Test (hereinafter referred to as the "Test") operated by the Accommodation Industry Proficiency Test Center (hereinafter referred to as the "Organization") shall agree to the following terms of use (hereinafter referred to as the "Terms of Use") before applying for the Test Service. The Applicant shall agree to the following terms and conditions (hereinafter referred to as the "Terms and Conditions") before applying for the Testing Service.

Article 1 (Definition of "Examination Service")

The Examination Service is a generic term for a series of services in which an applicant registers his/her personal information on the Corporation's website in accordance with these Terms and Conditions and requests the issuance of an examination voucher, examination results, and certificate of success for the Examination. The contents of this examination service, including its name and content, are subject to change by the Corporation. The details of this examination service shall be separately stipulated in the "Accommodation Trade Skills Test Guide".

Article 2 (Method of Application for Use)

1. The applicant shall agree to the Terms and Conditions and fill out the necessary information on the application form designated by the Corporation. Upon completion of the application, the applicant will be given an ID, password, and other necessary information (hereinafter collectively referred to as "Necessary Information").
2. The applicant may use the Testing Service and view information related to the Testing Service during the period specified by the Corporation.
3. The Corporation may suspend the applicant's use of this Testing Service without prior notice if any information is entered in the application that is inappropriate or inaccurate in light of the purpose for which the applicant is using this Testing Service.

Article 3 (Management of Required Information)

1. The applicant may use the Required Information only for the purpose of using this examination service. The applicant shall not use it for any other purpose, or transfer, lend, change the name of, sell, or otherwise dispose of the applicant's rights to the Examination Services.
2. The applicant shall be solely responsible for the use and management of his/her own

Required Information.

3. The Corporation shall not be liable for any damage caused by the applicant's use and management of the Required Information, including but not limited to loss, theft, unauthorized use, or unauthorized use by a third party.

4. the applicant shall immediately notify the Corporation of any loss, theft, unauthorized use, etc. of the Required Information or of the possibility thereof, regardless of the reason, cause, or attribution thereof.

5. in case of the preceding paragraph, the Corporation shall not be liable for any damage caused by the applicant's use and management of the Required Information. In the case of the preceding paragraph, the Corporation may reissue the Required Information or suspend the use of the Examination Services, taking into consideration the applicant's use and management of the Required Information.

Article 4 (Agreement)

The applicant agrees in advance that the Corporation may contact the applicant by means of e-mail, direct mail, postal mail, telephone, or other means regarding the Examination Services and information regarding the Corporation's services.

Article 5 (Information Provided)

With respect to the information provided through this examination service, the Corporation shall make every possible effort to provide accurate information with respect to its truthfulness, completeness, comprehensiveness, accuracy, usefulness, appropriateness, etc. However, the applicant acknowledges that the Corporation does not guarantee that the information is complete. However, the applicant acknowledges and agrees that they are not guaranteed to be complete.

Article 6 (Changes to the Testing Service, etc.)

1. The Corporation reserves the right to change the content of this examination service or management system specifications without prior notice or consent. In the case of changes that significantly affect the applicant's use of the Testing Service, prior notice may be given.

2. The Corporation may temporarily suspend or discontinue the web-related services of this Testing Service for server maintenance or repair of system defects with prior notice.

3. The Corporation may suspend or terminate the provision of the Testing Services for an extended period of time with one (1) month's prior notice.

4. The Corporation may temporarily suspend or terminate this examination service without prior notice to or consent of the applicant in the event of an accident involving the Internet or

telecommunication lines, natural disaster, or other event not attributable to the Corporation.

5. The applicant agrees in advance that the Corporation shall be exempt from liability for any damage arising from any cause not attributable to the Corporation in accordance with the preceding items.

Article 7 (Prohibited acts)

1. Applicants shall not engage in any of the following acts

(1) Provide the Corporation with information that is inappropriate or inaccurate for the purpose of using this examination service.

(2) Using this examination service or taking this examination under an anonymous name, a false name, or pretending to be a third party.

(3) Any act that defames or slanders other Applicants or third parties, or any act that the Corporation deems to have the potential to do so.

(4) Any act that infringes on the rights of other Applicants or third parties as users of the Examination Services, including copyrights, trademarks, and other intellectual property rights.

(5) Any act that infringes on the property, honor, privacy, or portrait rights of other applicants or third parties

(6) Any act of using information obtained through this examination service or intellectual property such as works provided by the Corporation beyond the scope of the purpose of this examination service, regardless of the method of reproduction, sale, publication, or any other method.

(7) Providing personal information registered on the Corporation's website to a third party without the prior consent of the Corporation, or engaging in commercial activities for other applicants through this examination service, or any other activities that are inconsistent with the purpose of using this examination service.

(8) Interfering with the operation of this examination service, or any act that damages or may damage the reputation or credibility of the Corporation.

(9) Engage in any business that competes with the Corporation by using this Testing Service or any service similar to this Testing Service.

(10) Slander, threat, coercion, or any other act that disrupts or may disrupt the normal and smooth operation of the Corporation (including the Corporation's officers and employees)

(11) Any act that offends public order and morals.

(12) Selling or transferring the examination voucher, notification of acceptance, certificate of acceptance, examination papers, or any other rights or documents obtained through this examination service.

(13) Any other acts that violate or may violate laws and regulations or these Terms and

Conditions.

2. In the event that an applicant commits any act in violation of the Prohibited Items, the applicant shall indemnify the Corporation for damages and pay a separate penalty fee for the following acts.

(1)Inducing other Applicants to provide services similar to the Testing Services of the Company or a third party: 1,000,000 yen (tax not included) per person.

(2)Selling its own or a third party's commercial products to other applicants: the selling price of the proposed product (excluding tax)

Article 8 (Handling of Confidential Information)

1. You shall not disclose or divulge to any third party any materials, business, personnel, or technical information, or personal information related to the Testing Services disclosed by the Corporation under these Terms and Conditions, either during or after the use of the Testing Services, without the Corporation's prior consent. However, if the Organization proves that any of the following items applies to the Confidential Information, such information shall not be deemed to be Confidential Information

(1) Information that is public knowledge or information that is already in the possession of the Corporation without any obligation of confidentiality

(2) Information that has become public knowledge through no fault of its own

(3) Information obtained legally from a third party without any obligation of confidentiality

(4) Information developed independently without information disclosed by the Corporation

2. The Corporation and the Applicant shall use the Confidential Information only within the scope of the purpose of use of the Testing Services, and shall obtain prior written consent from the other party if any reproduction or modification of the Confidential Information beyond the scope of the purpose of the Testing Services is necessary.

Article 9 (Handling of Personal Data)

1. In using the Examination Services, the Corporation and the Applicant shall comply with the security control measures under Article 20 of the Act on the Protection of Personal Information in Japan (in this Article, the "Act") with respect to personal data as defined in Article 2.4 of the Act (the "Personal Data"), and shall not disclose or leak the Personal Data to any third party. 2.

2. The Corporation and the Applicant shall use, process, copy, etc. the Personal Data only for the purpose of using the Examination Services, and shall not use, process, copy, etc. the Personal Data for any other purpose.

3. In the unlikely event of an accident such as the leakage of personal information, the

Corporation and the applicant shall immediately report to the other party the date, time, details, and other details of the accident. In addition, the Corporation and the applicant must, at their own expense, immediately begin an investigation into the cause of the leakage, promptly report the results of the investigation to the other party, take preventive measures to the satisfaction of the other party, and report the results to the other party.

4. When issuing a Certificate of Eligibility, the Corporation shall disclose the applicant's information to the recruiting company upon the applicant's request.

5. Upon request from an administrative agency in Japan or the applicant's country of origin, the Corporation will disclose the applicant's personal information to such agency.

Article 10 (Cancellation of Agreement)

1. The Corporation or the applicant may immediately terminate these Terms and Conditions without any notice or demand if the counterparty falls under any of the following items

(1)When the other party has violated these Terms and Conditions, or when the other party is deemed incapable of or unable to fulfill its obligations under these Terms and Conditions

(2)When payment is suspended or payment becomes impossible

(3)When a bill or check is dishonored

(4)When there is an application for seizure, provisional seizure, provisional disposition, or auction

(5)When an application for bankruptcy, civil rehabilitation proceedings, or corporate reorganization proceedings is filed, or when liquidation proceedings are initiated

(6)When there is an attempt to dissolve the company or transfer all or a significant part of the business to a third party.

2. In the event that any of the preceding items applies, the relevant party shall naturally lose the benefit of time with respect to all obligations arising from this Agreement and any other agreements entered into between the Corporation and the applicant, and the relevant party shall immediately perform all obligations owed by the relevant party to the other party as of the time of such performance. 3. The corporation and the applicant shall immediately perform all obligations that the relevant party owes to the other party.

3. In the event that the corporation or the applicant terminates this agreement in accordance with Paragraph 1 and incurs damages to itself, it may demand compensation for such damages (limited to direct and actual damages) from the other party. The Corporation and the Applicant may demand compensation from the other party for such damages (limited to direct and actual damages) if they have incurred such damages.

Article 11 (Exclusion of Transactions with Anti-Social Forces)

1. The Corporation and the Applicant represent and warrant the following

(1) Neither itself nor its officers and shareholders (hereinafter referred to as "Related Parties") are organized crime syndicates, companies affiliated with organized crime syndicates, general assemblymen, etc., anti-social groups, or special intelligence groups, or other organizations similar thereto (hereinafter referred to as "Anti-Social Forces").

(2) Neither you nor your related parties will use antisocial forces.

(3) Neither the Company nor any of its affiliates shall cooperate with or participate in the maintenance and operation of antisocial forces, such as by providing funds or other benefits to such antisocial forces.

(4) Neither the Company nor any of its affiliates shall have any relationship with antisocial forces.

(5) Neither the applicant nor any third party shall use violent, fraudulent, or threatening language against the other party, damage the reputation or credibility of the other party, or interfere with the other party's business, either by itself or by using a third party.

2. The Corporation and the applicant pledge not to engage in any of the following acts by themselves or by using a third party

(1) Violent demanding acts

(2) Unreasonable demands beyond legal responsibility

(3) Acts of threatening words or deeds or using violence in connection with the business

(4) Any act of spreading rumors, using false information or force to damage the credibility of the Corporation, its subsidiaries or affiliates, or to obstruct their business.

(5) Any other acts similar to those described in the preceding items.

3. If the Corporation and the applicant find that the other party has violated the preceding paragraph, the Corporation and the applicant may immediately terminate all or part of these Terms and Conditions without notice, demand, or other procedures. In this case, the other party shall immediately compensate for all damages incurred by the other party.

Article 12 (Recommissioning)

The Corporation may recommission all or part of this examination service to a third party ("Recommissioner"). The use of the Sub-Consignee by the Corporation shall be conducted under the responsibility of the Corporation, and any reasons attributable to the Sub-Consignee shall be deemed to be attributable to the Corporation.

Article 13 (Modification of these Terms and Conditions)

The corporation may modify these Terms and Conditions from time to time. The corporation will notify the applicant of any changes through the web service of this examination service.