

## **ENG00 Terms and Conditions of USE**

### **Article 1 (General Rules)**

1. These ENG00 Terms and Conditions of Use (hereinafter referred to as "these Terms and Conditions") stipulate the terms and conditions for using the ENG00 service (hereinafter referred to as "the Service") provided by DMM.com Co., Ltd. (hereinafter referred to as "the Company"). Before using the Service, users are deemed to have accepted these Terms and Conditions, any other standard terms and conditions of use, as well as any membership agreements stipulated by the Company.
2. Before using the Service, users are deemed to have acknowledged and accepted that the help pages and guide pages outside of these Terms and Conditions are also considered to be part of these Terms and Conditions.
3. By using the Service, users are deemed to have agreed to these Terms and Conditions. Also, the Company may make amendments to these Terms and Conditions without giving any prior or post notification to the users. Any amendments made to these Terms and Conditions are considered to be applicable from the moment that they are published on the Service. By using the Service after the amendment was made, users are deemed to have agreed to the newly amended terms and conditions.
4. The Company may record and save comments, conversations, inquiries, and posted information within the Service as reasonably required for the purpose of managing the Service; and if deemed necessary, the Company may also collect and store images and videos. The Company will use this information to the minimum extent possible, and only for unavoidable reasons encountered as part of the suitable running of the Service. Users are deemed to have agreed to the Company storing and using this information.

### **Article 2 (Applicability of these Terms and Conditions)**

1. These Terms and Conditions are applicable to any information related to the Service sent from the Company to the users via the Company's application, e-mail, etc.
2. When separate agreements, outside of these Terms and Conditions (hereinafter referred to as "Separate Agreements"), have been stipulated between the Company and the users, the regulations stipulated in those Separate Agreements shall be given higher priority.

### **Article 3 (Application to Register with the Service)**

1. Users may apply to register with the Service using a method stipulated separately by the Company. Furthermore, when applying to register with the Service, users shall agree and comply with the following clauses:

- (1) Users shall install the version of Skype recommended by the Company.
- (2) Users shall verify that their communications environment does not hinder their use of the Service.
- (3) Users who are considered as minors shall obtain consent from their legal representative, such as a parent or guardian.
- (4) Users shall use the payment methods stipulated in Article 7 of these Terms and Conditions to pay for the usage fees for the Service.
- (5) People who provide the lessons include full-time and part-time employees of the Company or subcontractors of the Company (hereinafter referred to as "the Teacher(s)").
- (6) The Skype name (a unique name used only by a particular user on Skype) registered by the users shall be displayed on the Service's reservations page in order to provide the lessons.
- (7) The Company may use e-mail to send notifications, advertisements, questionnaires, and any other similar information about the Service to the users.

2. Registration to use the Service is deemed to have been completed once the Company sends the user a confirmation e-mail to this effect.

3. If any of the cases below are applicable to a user, the Company may refuse said user's application to register with the Service, or even cancel their registration should their registration had already been completed.

- (1) If deemed that the applicant does not or may not exist.
- (2) If at the point of application or at some point in the past, through a violation of the membership's terms and conditions, the user has had its account suspended, has been forced to withdraw their membership, or has had their application for membership rejected.
- (3) If the user's application details contain false, incorrect, or incomplete information.
- (4) If at the point of application or at some point in the past, the user has neglected to pay the usage fees for the Service.
- (5) If the payment services company designated by the Company has refused to enter into an agreement with the applicant.
- (6) If the same person may have created multiple accounts.
- (7) Any other behavior deemed as inappropriate by the Company.

4. Once registration is complete, users shall be able to start using the Service on the day when the first payment for usage fees (hereinafter referred to as "Use Start Date"), as stipulated in Article 7, has been verified by the Company on the Company's

system. However, this is not applicable to the free trial lesson stipulated in Article 8.

#### **Article 4 (Handling of Registered Information)**

1. The Company shall use registered information collected from users only for the purposes of providing the Service.

2. In order to provide the Service, the Company shall provide the following user registration information to third parties entrusted with the operation of parts of the Service:

(1) Skype ID

(2) Nickname or full name

(3) Gender

3. Except in the case specified in the preceding clause, the Company shall not disclose to third parties any user registration information without obtaining the users' prior consent. However, this is not applicable in the following cases:

(1) When ordered to disclose information by law.

(2) If refusing to disclose information will go against the public interest, and it is difficult to obtain prior consent from the customer.

(3) If required to cooperate with national organizations or local public bodies, or their subcontractors, in order to comply with the law, and if contacting the customer to obtain consent may hinder the compliance with said law.

(4) If necessary for the Company to exercise its justifiable rights.

4. Anything not stipulated in these Terms and Conditions with regard to the handling of registered information is defined in the Company's [Privacy Policy](#).

#### **Article 5 (Changes to Registered Information)**

When users make changes to their own registered information, those changes are quickly implemented through separate methods stipulated by the Company.

Furthermore, the Company shall accept no responsibility whatsoever for any damages, etc. suffered by the users due to their delay in effecting those changes.

#### **Article 6 (Service Usage Period)**

1. The period of time that a user is allowed to use the Service (hereinafter referred to as the "Usage Period") is calculated per calendar month (hereinafter referred to as the "Usage Month") starting from their Use Start Date for the Service (e.g., if the Use Start Date is January 1st, then the Usage Period is calculated from the 1st of every month).

2. The Usage Period is renewed through payment of the usage fees. Furthermore, usage fees shall be paid using the methods stipulated in Article 7.

## **Article 7 (Usage Fees and Payment Methods)**

1. Users shall make a payment to the Company in exchange for using the Service, in line with the usage fees stipulated separately by the Company. Furthermore, users shall be liable for any additional taxes applicable to the usage fees, such as consumption tax, and any other type of tax.
2. Users shall make payments for the Service's usage fees from the Service's Purchase Screen using Paypal (<https://www.paypal.jp/jp/contents/start/about/>).
3. In order to renew their use of the Service, users must pay for the usage fee for the following Usage Month. The Usage Period for the Service shall be renewed automatically every month based on the same conditions, unless users cancel their membership as stipulated in Article 13. Furthermore, the usage fee for the following Usage Month shall be paid before the end of the Usage Period using the method stipulated in Clause 2.
4. The Service's usage fees shall be paid monthly and based on a Usage Period of one month. Furthermore, any usage fees already paid to the Company shall not be refunded for any reason whatsoever. However, this is not applicable if the Service could not be provided to the user for reasons attributed to the Company requiring the issuing of a refund.

## **Article 8 (Free Trial Lessons)**

1. From the day they complete their registration with the Service, users are able to participate in a number of free trial lessons as stipulated separately by the Company.
2. Users are under the obligation to adhere to these Terms and Conditions while they are taking the free trial lessons.
3. If the Company deems that the same person has registered multiple accounts, has registered multiple accounts for the sole purpose of taking free lessons, or has created multiple accounts for any other inappropriate purpose, the Company may refuse to allow said accounts (if multiple accounts are identified as being inappropriate, this applies to all those accounts) to participate in the free trial lessons.

## **Article 9 (Lessons)**

1. Lessons run for 25 minutes each. Unless stated otherwise, the duration of the lesson may be not be changed or interrupted for any reason.
2. If a user does not respond (including any circumstances that prevent them from being able to communicate) within 10 minutes from the start of the lesson to a call by the Company, or the Company's teacher in charge of the lesson (hereinafter referred to as the "Assigned Teacher"), the Company may consider the user to have missed the lesson, and therefore terminate the lesson accordingly.

3. If a user repeatedly misses their lessons without any prior permission, the Company may send the user warnings, requests for improvement, or other similar notifications.
4. The Company shall give no compensation or allow users to make up for missed lessons, regardless of their reasons.

#### **Article 10 (Lesson Bookings)**

1. Users can take part in lessons if they have booked the lesson, or the Assigned Teacher giving the lesson, 15 minutes before its scheduled start.
2. Once booked, users may cancel a lesson up to 60 minutes before its scheduled start by following the process stipulated separately by the Company on the Service's web page (hereinafter referred to as "the Website").
3. Users may book a lesson up to 6 days in advance. However, the maximum number of lessons that a user is able to book will vary depending on the user's contract.
4. A lesson is deemed to have been successfully booked when the status of the user's booking is reflected on the Website.
5. The Company may cancel a user's booked lesson if the Assigned Teacher is unable to give the lesson due to unavoidable reasons. Users will be compensated with special tickets issued by the Company for any lessons canceled for reasons applicable to this clause.

#### **Article 11 (Prohibited Behavior)**

1. Users must not exhibit any of the behaviors stipulated below when taking lessons or making any other use of the Service.
  - (1) Taking the right to use the Service and passing it onto other people by way of transfer, use, change of name, or by offering it as pledge or security.
  - (2) The transfer, loan, or any other related behavior with regard to passwords, and other information, to third parties, including allowing third parties to use said information.
  - (3) Committing a violation against the Company, the Teachers, or any third parties, with regard to their honor, credibility, copyright, patent rights, utility model rights, design rights, trademarks, right of publicity, or privacy.
  - (4) Illegal behavior or behavior that goes against the public order and morals.
  - (5) Behavior that hinders the operation of the Service.
  - (6) Making use of the Service for business or commercial purposes, or for making preparations thereof.
  - (7) Behavior that encourages or promotes illegal behavior among other users of the Service or the Teachers.

- (8) Behavior that causes financial or emotional damage or inconvenience to other users of the Service or the Teachers.
- (9) Exhibiting criminal behavior, or any other behavior linked with criminal behavior.
- (10) Harassing behavior such as sexual harassment towards a Teacher, or any other inappropriate behavior that prevents the progress of a lesson.
- (11) Participating in lessons in a drunken state.
- (12) Behavior that may cause the Teacher to feel anxious or uncomfortable such as excessive exposure of body parts, wearing outfits that expose too many body parts, wearing only underwear, etc.
- (13) Behavior that causes or may cause the disclosure of lesson contents, images, videos, or recordings, without obtaining prior permission from the Company.
- (14) Making inquiries into confidential information that the Company does not disclose as a general rule, such as the employment conditions of the Teachers, the location of the call center, information about their Internet connection, etc.
- (15) Soliciting behavior towards the Teachers with regard to religion, political organizations, multilevel marketing systems, etc.
- (16) Attempting to make personal contact with the Teachers, either directly or via proxy, online or offline, including e-mail communications.
- (17) Approaching the Teachers and encouraging them to consider other services or companies that are in competition with the Company.
- (18) Using abusive language or showing aggressive behavior towards the Company or the Teachers, or exhibiting any other behavior that hinders the operation of the business.
- (19) Allowing people other than the registered person to use their account.
- (20) Registration of multiple accounts.
- (21) Allowing people, other than the registered person of the account, to participate in the lessons without obtaining permission from the Company.
- (22) Any other behavior deemed as inappropriate by the Company.

2. The Company shall decide, at its own discretion, whether any of the prohibited behaviors stipulated in the preceding clause have been exhibited by a user. Furthermore, the Company does not have any obligation to provide any explanation with regard to the decision reached as part of this clause.

3. The Company shall accept no responsibility whatsoever for any damage or inconvenience suffered by a user as a result of the decision taken based on the preceding clause, unless the Company is found to have been grossly negligent.

4. Users shall be legally liable for any damages caused to the Company or third party as a result of a violation of Article 1, even if said user has already canceled their membership.

## **Article 12 (Service Suspension, Interruption, Discontinuation, Registration Cancellation, etc.)**

1. If the Company deems that any of the clauses below are applicable to a user, regardless of the circumstances under which the Service is being provided, the Company may suspend, interrupt, or discontinue, as well as cancel the membership of said user without any prior notification.

(1) If deemed by the Company that no improvement can be expected from a user following a warning, or any other similar communication as stipulated in Article 9, Clause 3.

(2) If a user has exhibited any of the prohibited behaviors stipulated in Article 11, Clause 1.

(3) If a user has violated any of the regulations stipulated in these Terms and Conditions.

(4) If when using the Service, a user has not followed the instructions given by the Company or Teacher.

(5) For any other reason that makes the Company consider a user to have made unsuitable use of the Service.

2. If a user is suspended due to any of the reasons stipulated in the preceding clause, the Company shall issue no refund whatsoever for any of the usage fees already paid by said user.

3. If a user is suspended due to any of the reasons stipulated in Clause 1, the Company shall accept no responsibility whatsoever even if said user were to suffer damage or inconvenience following the suspension.

## **Article 13 (Cancellation of Membership)**

1. Users may request to cancel their membership by a following a separate process stipulated by the Company. Assuming there are no issues with the cancellation, the user shall lose the right to use the Service at the end of the Usage Month, thus successfully canceling their membership. Furthermore, the cancellation process shall be deemed as complete once the Company has verified the user's request to cancel their membership and sent a cancellation e-mail confirmation back to the user.

2. Requests for membership cancellations must be submitted up to the day before the start of the following Usage Month. If the request is not sent within said period, the cancellation shall be effective from the Usage Month after the following Usage Month.

3. Once a user has completed cancellation of their membership, they will completely lose all rights with regard to the Service, and shall be unable to make any claims whatsoever against the Company.

4. If the Company or a third party were to suffer damages caused by a user's behavior in relation to the Service, said user shall be legally liable for those damages even after the cancellation of their membership has been completed.

#### **Article 14 (Company Notifications)**

1. The Company shall send notifications about the Service to the e-mail address registered by the users when signing up as ENGOO members (hereinafter referred to as the "Designated E-mail Address"). Furthermore, the Company shall deem that said notifications have reached its recipients at the point when the e-mail was sent.

2. The Company shall deem that users are always able to receive e-mails from the Company sent to their Designated E-mail Address.

3. If users change their e-mail address, they shall register that change as soon as possible. Furthermore, the Company shall accept no responsibility whatsoever for any damage or inconvenience caused to users due to their failure to notify the Company of said change.

#### **Article 15 (Service Interruption/Termination)**

1. The Company may decide, at its own discretion, to suspend or terminate the Service in the cases stipulated below by providing prior notification to the users on the Website or via their Designated E-mail Address. However, in unavoidable cases, the Service may be interrupted with no prior notice.

(1) If it has become difficult to provide the Service due to a fault with Skype, political situations inside and outside of the country/natural disasters/etc., problems or maintenance issues with the operational servers, or any other unavoidable reasons.

(2) Due to national holidays in the Republic of the Philippines (Holy Week, Christmas, etc.).

2. If there is to be a reduced number of lessons available due to the reasons stipulated in the preceding clause, the Company shall notify the users of the situation beforehand via the Website or e-mail. Users are deemed to have agreed to this in advance.

3. The Company shall accept no responsibility for any damage or inconvenience caused to the users or third parties due to the suspension or termination of the Service with no fault attributable to the Company.

#### **Article 16 (Skype Usage)**

The Service is supplied through the use of the Skype service. Users are deemed to have agreed to the following clauses in relation to the use of Skype:

(1) Users shall comply with all terms and conditions, as well as guidelines, stipulated

by Skype.

(2) Before using the Service, users shall download and install Skype, and also verify its operation.

(3) Users shall take full responsibility and cover any costs incurred when downloading, installing, configuring, or using Skype.

(4) The Company shall accept no responsibility whatsoever for any faults, or other issues, experienced in Skype's functionality after the start of a lesson.

(5) Users shall use Skype's chat functionality to receive files from the Teachers, and open URLs external to the Website, completely at their own risk.

(6) The Company shall have no obligation whatsoever to answer any inquiries, consultations, or any other form of communication with regard to the services provided by Skype.

#### **Article 17 (Users' Responsibility)**

1. Users are fully responsible for their use of the Service, for any behavior exhibited in their use of the Service, and any results thereof.

2. Users shall take responsibility and cover any costs and be liable for providing compensation for any damages caused to the Company, the Company's staff, the Teachers, other users, or third parties when using the Service (including the case when the Company, the Company's staff, the Teachers, other users, or third parties have suffered damages caused by the user not fulfilling their obligations as stipulated in these Terms and Conditions).

#### **Article 18 (Copyright and Ownership)**

1. The copyright and ownership (hereinafter referred to as "Copyrights") for the images, pictures, voice recordings, trademarks, logomarks, text, and other material related to the Service all belong to the Company. Users shall not use or violate the Company's Copyrights; they shall not reprint nor upload any copyrighted material onto magazines or websites, nor distribute it to third parties.

2. If a user is deemed to be in violation of the preceding clause, the Company may take any necessary measures (sending a warning or complaint, claiming compensation for damages, requesting an injunction, etc.) against the user based on the Japanese Copyright Act, the Trademark Act, or any other act (also including any other company rights).

#### **Article 19 (Disclaimer)**

Users agree in advance that the Company shall not be responsible for giving any kind of compensation for damages caused by, or caused in relation to, the situations

stipulated below with no fault attributable to the Company:

(1) If a user cannot make satisfactory use of the Service for the following reasons:

1. When a user has been unable to book a lesson at their desired time.
2. When a user has been unable to book a lesson with their desired Teacher.
3. When a lesson has been forced to stop due to power failures, communication faults, and any other issues experienced within the Republic of the Philippines.
4. When illegal access or modification of users' messages or data, or any other form of illegal practice by third parties, has been detected.

(2) The educational effectiveness, validity, accuracy, authenticity, or any other aspects of the Service, or the lessons provided by the Service.

(3) The effectiveness, validity, as well as safety and accuracy of services or educational materials provided by other companies, which were introduced or recommended by the Company in relation to the Service.

(4) If a user has been unable to use the Service due to malfunctions, issues, or any other problems with Skype, or any other service provided by the Company's business partners.

(5) In line with Article 16, Clause 5 of these Terms and Conditions, if a user has suffered damages due to an infection caused by a virus that they have received, a file that they have opened at their own risk, etc.

(6) If a user has been unable to use the Service due to their own negligence such as the loss or non-usability of a password, etc.

(7) The completeness, accuracy, up-to-dateness, safety, or any other aspects of any links, information, etc., supplied on the Website.

(8) The content, including the use thereof, published on the Website, or any other websites operated by third parties with links to the Website.

#### **Article 20 (No-guarantee Clauses)**

Users agree in advance that the Company shall not provide any guarantee whatsoever with regard to the following clauses:

(1) The users' ability to book lessons at their desired times.

(2) The users' ability to book lessons with their desired Teacher.

(3) The educational effectiveness, validity, accuracy, authenticity, or any other aspects of the lessons provided by the Service.

(4) The Company's ability to provide the Service without any issues, based on the recommended environment for using the Service.

(5) The safety of the software, files, and any other components used in the Service or in relation to the Service.

(6) The completeness, accuracy, up-to-dateness, safety, or any other aspects of any

links, information, etc., supplied on the Website.

(7) The accuracy, safety, and any other aspect in relation to any content, including the use thereof, published on the Website, or any other websites operated by third parties with links to the Website.

#### **Article 21 (Business Transfer)**

If the Company transfers the Service to a third party, in line with said business transfer and in the position of operator of the Service, it is deemed that the Company is allowed to transfer to the recipient all the rights and obligations based on these Terms and Conditions, as well as all users' registered information and any other information. Furthermore, in the position of users of the Service, users acknowledge and agree in advance to the transfer to the recipient of all the rights and obligations based on these Terms and Conditions, as well as all users' registered information and any other information.

#### **Article 22 (Service Date/Time Displays)**

1. In the Service, dates and times such as the Use Start Date, start date for the Usage Month, deadlines for various fees, deadlines for various applications, etc., are all displayed based on Taiwan time (GMT+8:00).
2. All time calculations within the Service are based on the Company's time.

#### **Article 23 (Governing Law and Exclusive Jurisdiction Court)**

These Terms and Conditions are governed by, and interpreted under, the laws of Japan. Furthermore, the Company and the users agree in advance that any disputes that arise between the Company and the users caused by, or caused in relation to these Terms and Conditions, shall be resolved under the jurisdiction of the Tokyo District Court as the exclusive court of first instance.

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