

Remote Joint Class (Hybrid Class) Terms of Use

A R C Tokyo Japanese Language School (hereinafter referred as the School) establishes the following Terms of Use agreement (hereinafter referred to as the Agreement) regarding the Remote Joint Class (hereinafter referred to as the Hybrid Class).

Article 1 (Objective)

This Agreement sets up the application and attendance conditions of the Hybrid Class provided by the school. Before applying, thoroughly read the terms and conditions and be sure to fully understand its content.

Article 2 (Definition)

In this Agreement, the meanings of the terms listed in the following items shall be as prescribed respectively in those items:

(1) Hybrid Class

After payment of the tuition fee for the Standard Study Abroad Course or the Intensive Japanese Course, and until the immigration restrictions are lifted and it's possible to enter Japan, the Hybrid Class offers to the students unable to come to Japan the relevant course's lessons in the online form of remote joint classes.

(2) Students

Those who have applied for the Hybrid Class and attend classes outside Japan.

(3) Student number

An individual management number that the school issues for the students of the Hybrid Class. The Hybrid Class generate different Student numbers from both the Standard Study Abroad Course and the Intensive Japanese Course.

(4) Placement test

A test to evaluate Japanese proficiency. It determines what class level students will take.

(5) Standards of Japanese Language institutions

Standards used by the Minister of Justice to designate Japanese language institutions. It establishes different regulations and duties of Japanese language institutions.

Article 3 (Application of the agreement)

When applying for the Hybrid Class, students shall be deemed to have agreed to this Terms of Use, and this agreement shall apply to all or just one part of the Hybrid Class.

Article 4 (Agreement changes)

The school can change parts of this Agreement without obtaining the prior approval of students. In that case, the students shall be notified in a manner deemed appropriate by the school.

Article 5 (Application requirements)

To apply to the Hybrid Class, applicants have to correspond to any of the following conditions.

- (1) Applicants who had their Certificate of Eligibility as Student issued, and paid the relevant tuition fee, as well as applicants who received their Acceptance Certificate for the Intensive Japanese Course.
- (2) Those who were unable to enter Japan due to the government entry measures to prevent the spread of the novel coronavirus.
- (3) Those who agreed to these Terms and Conditions.
- (4) Those who can participate at the classes at the time specified in Article 11 paragraph 3.
- (5) Those who can prepare the usage environment as written in Article 6, at their own responsibility.
- (6) Applicants that can purchase learning materials at their own expense before the course starts.
- (7) Once the entry restrictions are lifted, applicants for the Standard Study Abroad Course will quickly enter Japan and join the Course. However, this doesn't apply to applicants for the Intensive Japanese Course.

Article 6 (Usage Environment)

The Hybrid Class is provided using Zoom Meeting services. When using Zoom, users shall be subject to the relevant Terms of Use.

- 2 To use Zoom correctly the following systems are required. The student shall prepare in advance at his own liability and costs.
 - (1) An operating system and a terminal to run Zoom.
 - (2) Internet connection (Communication costs may be charged separately)
 - (3) Speakers and microphone (Please be sure to make preparations for the class)
 - (4) Web camera
- 3 During the Hybrid Class, the student makes sure to show his name and image on the Zoom screen.

Article 7 (Tuition fee)

The Hybrid Class is set as part of the educational curriculum of the Standard Study Abroad Course and the Intensive Japanese Course. For the length of the Hybrid Class period of study, the paid tuition fee will be managed as the Hybrid Class tuition fee.

Article 8 (Contractual arrangement)

Those who wish to attend the Hybrid Class shall fill out the given application form with the required information, shall send an email to the address specified by the school, and after school's acceptance, the contract shall be considered completed.

Article 9 (Placement test)

Once the contract is established as stated in the previous article, the school will notify the students with the date and time of the placement test. Even the placement test will be done on Zoom.

Article 10 (Studying materials)

The placement test results and the relevant studying materials will be communicated individually to the student. The learning materials will differ according to the class level.

2 Studying materials have to be purchased at students own expense before the course starts. The school can purchase and mail to the students those textbooks and materials that cannot be purchased locally.

3 In reference to the preceding paragraph, if the school purchase the materials instead of the student, the students will be charged for the cost of the materials separately. The school will bear the shipping cost.

Article 11 (Educational curriculum)

The Hybrid Class program and curriculum corresponds to the program of the Standard Study Abroad Course and the Intensive Japanese Course.

2 Hybrid Classes are structured according to different Japanese levels, and are completely conducted in Japanese. Like the Standard Study Abroad Course and Intensive Japanese Course, besides lessons there will be also tests and tasks to complete.

3 Classes will be arranged into a morning/afternoon system (from 9:15 to 12:30 or 13:30 to 16:45, JST). Please be aware of the time difference with Japan. In addition, in order to prevent the spread of new coronavirus infection, class hours may be changed with advance notice.

4 If desired, students of the Hybrid Class can receive a Certificate of study time and Achievements and Attendance Certificate, separate from the Standard Study Abroad Course. Each certificate costs 500 yen.

5 Since Standard Study Abroad Course's students studying in the Hybrid Class have not received yet the International Students' status of residence, information such the attendance rate will not be subject to notification to the Immigration Bureau

Article 12 (Classes video and audio recording)

The sole purpose of lessons' recording is the learning of the student, and all the acts that violate student's privacy, the intellectual property right of the school and the portrait rights of other students are prohibited.

2 The school might record lessons for didactical management. The school will not disclose them to any third parties without the consent of the person unless required by law.

Article 13 (Standard Study Abroad Course)

If immigration restrictions are lifted during the Hybrid Class studying period, students will end the Hybrid Class and enter Japan straight away to start attending the Standard Study Abroad Course. Note that during

the 14-days quarantine period in Japan, you will continue to attend hybrid classes at the lodging facility.

Article 14 (Cancellation · Refund)

Cancellation and refund for the Hybrid Class are regulated as for the Standard Study Abroad Course and Intensive Japanese Course.

- (1) Requests for cancellation must be written on text. The day the school receive the letter or the email will result as the date of the cancellation request.
- (2) As stated in Article 10, Paragraph 3, the materials purchased by the School and sent to the students must be acquired by the students, hence the actual cost will be charged.

Article 15 (Prohibited activities)

In case a student takes any of the following actions, the school may terminate the contract and cease to provide lessons without any further notice.

- (1) Illegal acts and acts against the public policy and order.
- (2) Verbal offence, slander, harassment or intimidation of others.
- (3) Conducts that may infringe or assist the violation of personal privacy or portrait rights.
- (4) Acts against these Terms and Conditions.
- (5) Acts that interfere with the operations of the Hybrid Class.
- (6) Name-lending, selling, transferring or offering collateral to another party for the right to use the Hybrid Class.
- (7) Activities that breach the intellectual property rights of the school.
- (8) Other acts deemed to be inappropriate by the school.

Article 16 (Classes suspension)

The School may suspend all or a part of the lesson if the School or the student come under any of the following circumstances.

- (1) If occurs a malfunction or failure with the system or the signal that provides the Hybrid Class.
- (2) If, due to an emergency or major force such as natural disasters, blackout, a conflict, infectious disease, classes cannot be taken.
- (3) If for other reasons the school deems that it's necessary to suspend the Hybrid Class.

2 If the School decides to suspend all or a part of the classes as previously mentioned, the students will be notified in advance. However, this might not apply in case of unavoidable urgency.

Article 17 (Disclaimer)

The school will not refund the tuition fee and will not be liable for damages to students caused by the classes suspension or interruption described in the prior two articles.

Article 18 (Handling of personal information)

The personal information provided by the students will be used for the application procedure and for the

student's education and management. We will not disclose the information to any third parties without the consent of the students except when applicable by law.

2 The regulations regarding handling of personal information posted on the website of the Incorporated Educational Institution ARC Gakuen constitute a part of this agreement.

Article 19 (Intellectual property right)

The intellectual property right of the Hybrid Class (including images, audio, test and supplementary materials) belongs to the school, therefore it is strictly forbidden to copy, distribute, or transfer them for uses other than the educational purpose specified in the Agreement.

Article 20 (Governing Law)

These Terms and Conditions are governed by Japanese Law.

Enacted February 25, 2021

Renewed May 17, 2021