

## Member Registration

To apply for TOEIC® Program, as well as related members-only services and learning tools, which are provided by the Institute for International Business Communication (IIBC) (hereinafter collectively referred to as the "Services") on our TOEIC® application site, you must first apply for membership in IIBC, and your application must be approved by IIBC. For the purpose of the Terms and Conditions of Membership (hereinafter referred to as the "Terms"), a Member shall refer to a person registered as a member upon approval of IIBC. If you desire to be registered as a Member, please read the Terms on this page and agree that the contents of the Terms constitute the contents of a contract by and between you and IIBC.

### Terms

The Services shall be provided by IIBC. The Terms stipulate Members' rights and obligations in connection with their use of the Services managed by IIBC. If you click on the "同意する (Agree)" button in order to use the Services, you shall be deemed to have agreed that the contents of the Terms constitute the contents of a contract by and between you and IIBC.

### Article 1 Scope of Application and Modification of the Terms

1-1 The Terms shall apply to IIBC in providing the Services, as well as to Members. If an applicant clicks on the "同意する(Agree)" button in order to use the Services, the applicant shall be deemed to have agreed to and accepted the contents of the Terms.

1-2 IIBC may modify the Terms as appropriate. In such cases, the contents of the Terms shall be modified in accordance with the requirements prescribed in Article 548-4 (Amendment to Standard Terms of Contracts) of the Civil Code.

### Article 2 Constitution of the Services

2-1 Members may use the Services free of charge by using their e-mail and password (hereinafter collectively referred to as "Authentication Information"); provided, however, that Members shall pay for TOEIC® Program, learning tools, and some of the Services.

2-2 IIBC may add, modify or delete any menu content of the Services set forth in the preceding paragraph, with notification as stipulated in Article 12.

2-3 Members may check their test results online until they cease to use the Services, or the use of the Services is suspended or the membership is revoked as set forth in Article 9.

2-4 The use period for learning tools, which are one of the Services, shall be pursuant to "the matters to be observed and handling of personal information" to which Members agree at the time of applying for the learning tools, regardless of whether the use of the Services is suspended or the membership is revoked as set forth in Article 9.

### Article 3 Authentication Information

3-1 Members shall require Authentication Information in order to use the Services.

3-2 Members shall use the registered e-mail to log in.

3-3 IIBC will not consolidate registration information or test results of a Member having more than one account with more than one different e-mail, even if it is confirmed that the accounts are held by the same Member.

#### **Article 4 Responsibility for Management of Authentication Information**

4-1 Members shall have the sole responsibility for use and management of their Authentication Information, and shall not lend or assign to any third party, or allow any third party to use, their Authentication Information.

4-2 Members shall be responsible for damage caused by insufficient management, erroneous use, or use by a third party, of their Authentication Information, and IIBC shall not assume any responsibility for such damage.

4-3 If any Member becomes aware of the fact that their Authentication Information has been stolen or used by a third party, the Member shall promptly notify IIBC of the fact and follow instructions by IIBC; meanwhile, IIBC shall not be responsible for any damages sustained by the Member.

4-4 In the event of loss of Authentication Information, Members shall take necessary procedures in accordance with instructions displayed on the log in screen.

4-5 Any Member may change their password through the prescribed procedure. They shall first log in and navigate to the "Registration Information" menu in order to change their password. (It is advisable to change your password at regular intervals for the purpose of security.)

#### **Article 5 Application for Use**

5-1 Applicants for the Services shall indicate their consent to the Terms and apply for Member registration through the prescribed procedure (hereinafter referred to as "Application for Use").

5-2 Applicants shall register current and correct personal information in the process of Application for Use.

5-3 IIBC shall not be responsible for any disadvantage of applicants due to deficiency in the information registered as set forth in the preceding paragraph.

5-4 When IIBC approves application information, IIBC shall send notification of completion of the Application for Use to the e-mail address registered by the applicant at the time of Application for Use. Upon said notification, the applicant may start to use the Services as a Member. (The password will not be transmitted by IIBC.)

5-5 Membership registration shall be valid for an indefinite period, and there shall be no registration charge.

5-6 IIBC may use your registration information in accordance with the provisions of Article 8.

5-7 As a registered address for an Application for Use, only an address in Japan shall be acceptable.

#### **Article 6 External Service Account Linking**

6-1 "External service account linking" refers to a service (hereinafter referred to as "Linked Service") that allows the linking of accounts with services operated by other companies (hereinafter referred to as "External Services") with the Service provided by IIBC.

6-2 The Linked Service can be used by following the procedures set forth by IIBC to link accounts with External

Services. The linking procedure must be performed by the person using the Service. Procedures performed by a proxy will not be accepted.

6-3 In performing the linking procedures, Members agree that IIBC may acquire information on the Member registered with the operator of the External Services (hereinafter referred to as "External Service Information") and may display such information on the Services. The handling of acquired External Service Information shall be in accordance with Article 8.

6-4 In order for Members to use the Linked Service, IIBC may request permission from the operator of the External Services to use the External Service Information.

6-5 Members are subject to the terms and conditions set forth by the External Services with respect to the registration and use of their accounts on the External Services.

6-6 Members shall be responsible for registering and managing their accounts and passwords for the External Services.

6-7 Even if the user or a third party suffers damage due to the management or misuse of the member's account and password for the External Services or use by a third party, the Member shall be responsible for the damage and IIBC shall not be liable for it. In addition, if IIBC suffers any damage, the Member shall be responsible for compensating IIBC for the damage suffered.

6-8 Members shall use the External Services at their own risk, and IIBC shall not be liable for any damage or trouble arising from the use of the External Services.

#### **Article 7 Modification of Registration Information**

7-1 In the event of any change in their registration information, Members shall promptly follow the prescribed modification procedure. Instructions given by IIBC shall be observed, because the modification procedure may vary according to the timing of application for modification. The Member name which is registered at the time of Application for Use shall not be modified, except for cases approved by IIBC, such as a change of surname due to marriage.

7-2 IIBC shall not be responsible for any disadvantage of Members due to failure to follow the modification procedure as set forth in the preceding paragraph.

#### **Article 8 Handling of Personal Information**

##### **8-1 Purpose of use of personal information**

Personal information registered on this website shall be used for registration for use of the Services, announcements and questionnaires for business purposes, development of new business and data collection of IIBC, supplying information and services and responding to inquiries on TOEIC® Program tests and other business conducted by IIBC, and communication through phone calls, e-mail and postal letters for achieving the purposes described above.

##### **8-2 Provision of personal information to third parties**

IIBC shall not provide or disclose personal information to any third party except as otherwise provided by law.

##### **8-3 Entrustment of personal information**

IIBC may entrust an operator with processing of personal information within the scope necessary for accomplishment of the purpose of use as set forth in paragraph 1, only so long as IIBC and the operator enter into an appropriate agreement concerning protection of personal information.

#### 8-4 Inquiries about personal information

Members wishing to receive notification as to the purpose of use of personal information, have their personal information disclosed, corrected, added or deleted, to suspend use of their personal information, have their personal information erased, or to suspend provision of their personal information to third parties are requested to contact IIBC or refer to the Privacy Policy on the official website.

#### 8-5 Consent to handling of personal information

Minors shall obtain consent of their parent/guardian before applying for registration.

Chief Privacy Officer

General Director of SP Business Headquarters,

Institute for International Business Communication

### **Article 9 Suspension of Use of the Services and Revocation of Membership**

9-1 IIBC may take measures such as suspending the use of the Services or revoking membership of a Member without any prior notification or announcement to the Member,

- (1) if a Member passes away, or is found to be non-existent;
- (2) if a Member cannot be reached through their registered phone number or e-mail address;
- (3) if a Member enters information which is incorrect at the time of Application for Use (impersonation, false information, typographical errors, omissions, etc.);
- (4) if a Member violates the Terms;
- (5) if a Member delays or refuses payment of any prescribed fee;
- (6) if it is found that a Member is not the holder of the credit card registered as means of payment at the time of application for use of the Services;
- (7) if the credit card registered by a Member as means of payment at the time of Application for use of the Services is suspended or invalidated by the credit card company, etc.;
- (8) if a Member files a petition for bankruptcy; provided, however, that the obligation to pay for the TOEIC® Program tests already applied for and/or other debts already incurred by the Member shall remain until the payment is made, regardless of the cause of suspension of use of the Services;
- (9) if there is a valid reason for IIBC to believe that continued use of the Services by a Member may interfere with the business operation of IIBC, or cause technical problems;
- (10) if a Member performs an act which infringes upon, or is likely to infringe upon, rights or property of IIBC;  
or
- (11) if IIBC otherwise determines on reasonable grounds that it is inappropriate to accept an individual as a Member.

9-2 If a Member has not logged in to the Services for 10 years and does not log in to the Services within one month after notification by IIBC, IIBC may take measures such as suspending the use of the Services by the

Member or revoking the membership of the Member.

If paragraph 1 or 2 above is applicable, the Member's registration information or Authentication Information shall not be restored. Further, even if IIBC has taken measures such as suspending the use of the Services or revoking the membership of a Member, IIBC shall not delete the part of the data necessary for performing its business, concerning the Member's information, information on application for each TOEIC® Program test and the test results, as well as information on application for learning tools and the record of taking e-learning courses.

#### **Article 10 Modification, Cancellation, Interruption and Termination of the Services**

10-1 IIBC may, at its own discretion, limit access to the Services by Members if such limit is deemed necessary by IIBC in connection with operation of the Services.

10-2 IIBC may modify, cancel, interrupt or terminate operation of the Services,

- (1) if any regular or urgent maintenance of the system for the Services is performed;
- (2) if the Services are rendered difficult to provide by any failure of communication lines or any event of Force Majeure such as a fire, blackout, an Act of God or a war; or
- (3) if otherwise there is a cause that reasonably prevents provision of the Services.

10-3 In the event of modification, cancellation, interruption or termination of the Services under the provision of the preceding paragraph, IIBC shall notify Members in advance, except in cases of emergency.

10-4 IIBC may terminate all or part of the Services by giving Members prior notice specifying a designated period of time.

#### **Article 11 Cessation of Use by Member**

11-1 A Member wishing to cease to use the Services shall first log in, navigate to the "Registration Information" menu to select "Cessation of Use of the Services," and take the necessary procedures according to instructions. If Members cease to use the Services, their registration information and Authentication Information cannot be restored. However, even after cessation of use of the Services, IIBC shall not delete the Member's information, information on application for each TOEIC® Program test, and the test results for two years from the date of the relevant test. In addition, as for the information on application for learning tools and the record of taking e-learning courses, IIBC shall not delete them for two years from the last day of a fiscal year that contains the date of end of the relevant course.

11-2 Even if a Member ceases to use the Services, the obligation to pay for the TOEIC® Program tests and learning tools already applied for and/or Other debts already incurred by the Member shall remain until the payment is made, regardless of the cause of cessation of use of the Services.

#### **Article 12 Notification**

Notification to Members (including notification of revision of the Terms and any addition, modification and abolition of the Services) shall be made through e-mail by IIBC, or announcement on this website or the official website operated by IIBC.

### **Article 13 Responsibility**

13-1 The sole responsibility assumed by IIBC to Members shall be the responsibility to operate the Services with the care of a good manager, so that Members can use the Services without any hindrance.

13-2 IIBC shall not be responsible for any disadvantage or damage caused to Members under the provisions of Articles 9 and 10.

13-3 In the event of any claim or action due to damage caused to IIBC, to another Member, or to a credit card company or any other parties by a Member in connection with use of the Services, the Member shall provide compensation for all damages.

### **Article 14 Facilities, etc.**

14-1 Members shall, at their own expense and responsibility, procure facilities required for using the Services (including computer terminals, modems, routers and other necessary equipment), and a location with an Internet connection. Members shall also be responsible for communication costs incurred for accessing the Services.

14-2 Members shall acknowledge that their use of the Services may be restricted, according to their equipment and facilities.

### **Article 15 General provisions**

Any dispute between a Member and IIBC in connection with the Services shall be settled by the parties in good faith.

Members shall agree that use of the Services is governed by the laws of Japan, and shall submit to the exclusive jurisdiction of the Tokyo District Court in the first instance in the event of any lawsuit relating to use of the Services.

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