

# TOEIC® SQUARE Member Registration

To apply for various TOEIC tests and use members-only services (hereinafter collectively referred to as the "Services" ) within TOEIC® SQUARE, you must apply for registration as a member of the Institute for International Business Communication (hereinafter referred to as "IIBC" ), and your application must be approved by IIBC. For the purpose of these 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 TOEIC® SQUARE Terms and Conditions on this page (hereinafter referred to as the "Terms" ) and agree to the Terms by clicking on the "同意する" (Agree) button.

## TOEIC SQUARE Terms and Conditions

The Services shall be provided by IIBC. These Terms and Conditions stipulate Members' rights and obligations in connection with their use of the Services provided by IIBC. If a Member using the Services clicks on the "同意する" (Agree) button, the Member shall be deemed to have agreed to all conditions of the Terms.

### **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 a Member using the Services clicks on the "同意する" (Agree) button, the Member shall be deemed to have agreed to and accepted all conditions of the Terms.
- 1-2 The Terms shall incorporate the Examination Guideline of Public Tests, the Privacy Policy of IIBC (which is available on the official website as Privacy Policy) and other operational regulations for the Services.
- 1-3 IIBC may modify the Terms without notice, except for provisions concerning purpose of use, supply to third parties, and entrustment of personal information as stipulated in Article 7. The revised Terms shall be published on this website without delay, and shall become effective upon such publication.

### **Article 2 Constitution of the Services**

- 2-1 Members may use services offered on this website free of charge by using their ID and password (hereinafter collectively referred to as "Authentication Information" ); provided, however, Members shall pay for application for TOEIC Tests 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 11.
- 2-3 Online scores, which are one of the Services, shall be available for two years after the date of the relevant test. Online scores which are more than two years old shall be automatically deleted.

### **Article 3 Authentication Information**

- 3-1 Members shall require Authentication Information in order to use the Services.
- 3-2 Authentication Information may be arbitrarily decided by Members within the scope satisfying the prescribed requirements, except for IDs which are already registered and used by another Member.
- 3-3 IIBC will not consolidate registration information or test results of a Member having two or more IDs, even if it is confirmed that the IDs 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 7.
- 5-7 As a registered address for an Application for Use, only an address in Japan shall be acceptable.

#### **Article 6 Modification of Registration Information**

- 6-1 In the event of any change in your 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.
- 6-2 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 7 Handling of Personal Information**

- 7-1 Purpose of use of personal information  
Personal information registered on this website shall be used for Member registration of the Services,

announcements and questionnaires for business purposes, development of new business and data collection of IIBC, TOEIC Tests, supply of information concerning the business conducted by IIBC, and communication through phone calls, e-mail and postal letters for achieving said goals.

#### 7-2 Provision of personal information to third parties

IIBC shall not provide or disclose personal information to any third party except for cases set forth in items of Article 23, Paragraph 1 of the Personal Information Protection Act.

#### 7-3 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 the first paragraph, only so long as IIBC and the operator enter into an appropriate agreement concerning protection of personal information.

#### 7-4 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.

#### 7-5 Consent to handling of personal information

Users younger than 16 years of age 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 8 Suspension of Membership, Suspension of Use of the Services**

IIBC may suspend or revoke membership of a Member, or suspend use of the Services by 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;
- (7) if a credit card registered by a Member as means of payment at the time of Application for Use is suspended or cancelled by the credit card company, etc.;
- (8) if a Member files a petition for bankruptcy; provided, however, that the obligation to pay for TOEIC Tests already applied for, or other debts already incurred by the Member, shall remain until payment, 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;

- (11) if IIBC otherwise determines on reasonable grounds that it is inappropriate to accept an individual as a Member;
- (12) if a Member has not used the Services for two years and does not respond to notification or announcement by IIBC.

In such cases, the Member's registration information or Authentication Information shall not be restored.

#### **Article 9 Modification, Cancellation, Interruption and Termination of Services**

9-1 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.

9-2 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 there is a cause that reasonably prevents provision of the Services.

9-3 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.

9-4 IIBC may terminate all or part of the Services by giving Members prior notice specifying a designated period of time.

#### **Article 10 Cessation of Use**

10-1 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.

10-2 Even if a Member ceases to use the Services, the obligation to pay for TOEIC Tests already applied for or other debts already incurred by the Member shall remain until payment, regardless of the cause of cessation of use of the Services.

#### **Article 11 Notification**

11-1 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.

11-2 Notification set forth in the preceding paragraph shall become effective upon transmission of an e-mail to the registered e-mail address at the time of the Application for Use, or announcement on this website or the official website.

11-3 If any notification is made as set forth in the preceding paragraph, Members shall be deemed to agree to the contents of such notification as of the date of notification.

#### **Article 12 Responsibility**

12-1 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.

12-2 IIBC shall not be responsible for any damage caused to Members under the provisions of Article 9.

12-3 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 13 Facilities, etc.**

13-1 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.

13-2 Members shall acknowledge that their use of the Services may be restricted, according to their equipment and facilities.

#### **Article 14 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.

Established on: July 04, 2005

Revised on: July 01, 2014