

Terms of Use

Hiro's Japanese Classroom Online Content

Article 1 (General Provisions)

1. These Terms of Use for "Hiro's Japanese Classroom Online Content" (hereinafter referred to as "these Terms") set forth the conditions for the use of the online content (hereinafter referred to as "the Service") provided by the service provider (hereinafter referred to as "the Company"). Users shall purchase and use the Service upon agreeing to these Terms as well as the Company's Basic Terms of Use.
2. If a user purchases or uses the Service, the user shall be deemed to have agreed to these Terms. The Company may revise these Terms without prior or subsequent notice to users, and the revised Terms shall apply at the time the revised Terms are notified to users via email. Continued use of the Service after the revision shall be deemed as acceptance of the revised Terms.

Article 2 (Scope of Application)

1. These Terms apply to all services related to the Service that are provided by the Company, as well as all information communicated by the Company to users regarding the Service and recommended external services.

Article 3 (Application for Registration)

1. The application for the Service shall be completed at the time payment is successfully made.

Article 4 (Handling of Registration Information)

1. The Company shall use users' registration information only for the purpose of providing the Service.
2. The Company shall not disclose registration information to any third party without prior consent from the user, except in the following cases:
 - (1) When disclosure is requested based on laws or regulations
 - (2) When obtaining the user's consent is difficult and failure to provide the information may cause issues contrary to public interest
 - (3) When cooperation with a national or local government body or an entity commissioned by them is required for execution of their legal duties, and obtaining user consent may impede such duties
 - (4) When necessary for the proper exercise of the Company's legitimate rights

Article 5 (Service Usage Period)

1. The period during which the user may receive the Service (hereinafter referred to as "the Usage Period") shall start on the date of purchase.
2. Rights to use the Service shall be granted upon payment of the usage fee. Payment shall be made through the method specified in Article 6.

Article 6 (Usage Fees and Payment Method)

1. Users shall pay the usage fee separately determined by the Company. Users shall be responsible for consumption tax and any other applicable taxes. In the case of payment by credit card in installments, a system fee may apply. In the case of bank transfer, transfer fees shall be borne by the user. In the case of convenience store payment, the convenience store payment fee shall be borne by the user.
2. Additional charges may occur regarding external services recommended by the Company. While the external service itself may be free, communication fees such as mobile data or internet connection fees shall be borne by the user.

Article 7 (Service Delivery Method and Delivery Timing)

1. The Service shall be deemed delivered when the Company sends an email containing access details to the member site after payment is completed.
2. The Service shall be delivered immediately after the payment has been completed.

Article 8 (Refund Policy)

1. Due to the nature of digital content, the Company does not offer refunds for reasons attributable to the user. Please review the sales page carefully before purchase. However, this exclusion shall not apply in the event of a significant defect caused by the Company.
2. In the event of a refund due to significant defect caused by the Company, the Company will notify the user via email.

Sender: Hiro's Japanese Classroom

Email address: support@hiroenglish.jp

Article 9 (Prohibited Conduct)

1. In using the Service, users shall not engage in any of the following acts:
 - (1) Transferring, selling, lending, assigning, changing ownership, pledging, or otherwise disposing of the right to use the Service to any third party
 - (2) Infringing upon the honor, credibility, copyrights, patent rights, utility model rights, design rights, trademark rights, portrait rights, or privacy of the Company or any third party
 - (3) Illegal acts or acts contrary to public order and morals
 - (4) Acts that interfere with the operation of the Service
 - (5) Using the Service for business activities, commercial purposes, or preparations thereof
 - (6) Soliciting or promoting illegal activities to other users or instructors
 - (7) Causing economic or emotional damage or disadvantage to other users or instructors
 - (8) Criminal acts or acts that lead to criminal activity
 - (9) Harassment, including actions that interfere with lessons, such as harassment toward instructors
 - (10) Taking lessons while intoxicated
 - (11) Publishing or sharing lesson content, images, videos, or audio without the Company's approval, or acts

that may lead to such behavior

- (12) Soliciting instructors or users to competing services or companies
- (13) Verbal abuse, threats, or other acts that interfere with the Company's operations
- (14) Any other acts deemed inappropriate by the Company

2. Whether an act falls under the prohibited conduct shall be determined at the sole discretion of the Company. The Company is not obligated to explain the judgment basis.

3. The Company shall not be liable for any damage or disadvantage suffered by the user due to the Company's action in accordance with this article, unless caused by intentional or gross negligence of the Company.

4. If the user causes damage to the Company or a third party due to violation of this article, the user shall bear all legal responsibility even after withdrawal from the Service.

Article 10 (Service Suspension, Interruption, Termination, and Deregistration)

1. The Company may suspend, interrupt, terminate, or cancel the registration of the user without prior notice if any of the following apply:

- (1) The Company determines that there is no prospect of improvement even after warnings
- (2) The user engages in prohibited acts defined in Article 9
- (3) The user violates any provision of these Terms
- (4) The Company determines that continued use of the Service by the user is inappropriate

2. If such measures are taken, the Company shall not refund any fees already paid by the user.

3. The Company shall not be liable for any damage or disadvantage suffered by the user as a result of actions taken under this article.

Article 11 (Withdrawal from the Service)

1. Users shall apply for withdrawal through a method separately designated by the Company. Withdrawal shall be completed at the end of the current billing month, and the Company shall confirm the withdrawal procedure by email or similar notification.

2. Upon completion of withdrawal, the user loses all rights related to the Service and may not file any claims against the Company thereafter.

3. Even after withdrawal, the user shall be responsible for compensating any damage caused to the Company or a third party due to the user's actions related to the Service.

Article 12 (User Responsibility)

1. Users shall be fully responsible for any actions taken using the Service and any external services recommended by the Company, as well as the results thereof.

2. If a user causes damage to the Company, another user, or a third party through the use of the Service or external services (including cases where the user fails to fulfill obligations under these Terms), the user shall compensate for the damage at their own expense and responsibility.

Article 13 (Copyright and Ownership)

1. All copyrights and ownership rights (hereinafter referred to as “Copyrights, etc.”) related to videos, images, audio, or written content provided through the Service belong to the Company. Users shall not use or infringe these rights, nor upload, reproduce, or distribute content to third parties or other media.
2. If the user violates the preceding paragraph, the Company may take legal measures (including warnings, claims for damages, injunctions, or criminal complaints) based on copyright law, trademark law, or any relevant rights held by the Company.

Article 14 (Disclaimer)

Users agree in advance that the Company shall not be liable for any damage arising from or related to the following matters:

- (1) Learning effectiveness, accuracy, or truthfulness of the lessons provided in the Service
- (2) Effectiveness, safety, or accuracy of services or materials recommended by the Company
- (3) Completeness, accuracy, timeliness, or safety of all information provided by the Company or external links

Article 15 (Display of Dates and Times)

1. All dates and deadlines related to the Service, such as start date, payment deadlines, and application deadlines, shall follow Japan Standard Time (GMT +9:00).
2. Time-related calculations within the Service shall be based on the Company’s system time.

Article 16 (Governing Law and Jurisdiction)

These Terms shall be governed by and construed in accordance with the laws of Japan. The Company and the user agree that any dispute arising in connection with the Service or these Terms shall be subject to the exclusive jurisdiction of the Sapporo District Court as the court of first instance.