

## **The Goal Training -Terms of Use/Service**

This “Terms of Use/Service” set forth the terms and conditions for the provision of the Service and the relationship of rights and obligations between the Company and Service registrants. When using the Service, you must read the Terms of Use/Service in its entirety and agree to the Terms of Use/Service.

### **Article 1 (Application)**

1. The purpose of this Agreement is to set forth the terms and conditions for the provision of the Service and the relationship of rights and obligations between the Company and Service Registrants regarding the use of the Service, and shall apply to all relationships between Service Registrants and the Company regarding the use of the Service.
2. Rules regarding the use of the Service (FAQ) posted on the company/program's website by the Company shall constitute a part of these Terms of Use/Service.
3. In the event of any discrepancy between the contents of these Terms of Use/Service and the rules and other explanations of the Service outside of these Terms of Use/Service, the provisions of these Terms of Use/Service shall take precedence.

### **Article 2 (Definitions)**

The following terms used in this Agreement shall have the meanings set forth below

- (1) "Service Agreement" means this Agreement and the Service Agreement between the Company and Service Registrants.
- (2) "Intellectual Property Rights" means copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire such rights or to apply for registration of such rights).
- (3) "Posted Data" means any content (including but not limited to text, images, video, and other data) posted or otherwise transmitted by Service Registrants using the Service.
- (4) "We" means Goldratt Japan Inc.
- (5) "Our Website" means the website operated by Goldratt Japan (in the event that the domain or content of our website is changed for any reason, including the website after such change).

means the website operated by the Company.

(6) "Service Registrant" means an individual or legal entity that has been registered as a user of the Service in accordance with Article 3 (Registration).

(7) "Service" means the service named "The Goal Training" and Goldratt Channel (if the name or content of the service is changed for any reason, including the service after such change) provided by the Company. means the service named "The Goal Training" and Goldratt Channel (if the name or content of the service is changed for any reason, including the service as changed).

### **Article 3 (Registration)**

1. A person who desires to use the Service agrees to abide by the Terms and Conditions, and provides certain information as determined by the Company, may apply for registration to use the Service by agreeing to abide by these Terms of Use/Service.

2. In accordance with the Company's standards, the Company shall register the applicant who has applied for registration in accordance with Paragraph 1. If the Company approves the registration, the Company shall notify the applicant of such approval. The registration of the applicant as a service registrant shall be deemed to have been completed when the Company has notified the applicant in accordance with this section.

3. Upon completion of registration as specified in the previous section, a Service Usage Contract will be established between Service Registrant and the Company, and Service Registrant will be able to use the Service in accordance with these Terms of Use/Service.

4. In the event that an applicant for registration falls under any of the following items, the Company may refuse registration or re-registration, and shall not be obligated to disclose any reason for such refusal.

(1) When all or part of the registration information provided to the Company is false, erroneous, or omitted.

(2) The applicant is an adult ward, a person under curatorship, or a person under assistance, and has not obtained the consent of his/her legal representative, guardian, conservator, or assistant.

(3) Antisocial forces, etc. (meaning organized crime groups, gang members, right-wing

- groups, antisocial forces, or other similar persons. The same shall apply hereinafter) (3)The Company determines that the applicant is an anti-social force, etc. (meaning organized crime groups, organized crime groups, right-wing groups, anti-social forces, or other similar persons. (4)The Company determines that the prospective registrant has violated a contract with the Company in the past or is related to such a person. (5)If the applicant has been subjected to any of the measures stipulated in Article 10. (6)Other cases in which the Company deems registration is not appropriate.

#### **Article 4 (Change of registered matters)**

Service Registrants shall notify the Company without delay of any changes to their registered information in a manner determined by the Company.

#### **Article 5 (Management of Passwords and User IDs and Scope of Use)**

Service Registrants shall, at their own responsibility, properly manage and store their passwords and user IDs for the Service, and shall not allow any third party to use them, or lend, transfer, transfer, change the name of, buy, sell, or otherwise dispose of them. Unauthorized use by a third party shall be subject to compensation for damages.

2. Service Users may use the Service within the scope of their activities for the purpose of promoting training and TOC using the Program and within the scope of not violating this Service Use Agreement.

2. Service Registrants shall be responsible for any damages caused by inadequate management of passwords or user IDs, errors in use, use by third parties, etc., and the Company shall not be liable for any such damages.

#### **Article 6 (Fees and Payment Methods)**

Service Registrants shall pay the Company the usage fees determined by the Company as compensation for the use of the Service, by the payment method designated by the Company.

#### **Article 7 (Prohibited Matters)**

Service Registrants must not, in using the Service, engage in any of the following acts or acts that the Company deems to fall under any of the following items.

- (1) Actions that violate laws and regulations or are related to criminal acts.
- (2) Fraud or threats against the Company, other users of the Service, or other third parties
- (3) Acts that offend public order and morals
- (4) Infringing the intellectual property rights, portrait rights, rights of privacy, honor, or any other rights or interests of the Company, other users of the Service, or any other third party
- (5) Transmitting information to us or other users of the Service through the Service that falls under or is deemed by us to fall under any of the following

- Information containing excessively violent or cruel expressions
- Information containing computer viruses or other harmful computer programs
- Information that includes expressions that defame or discredit the Company, other users of the Service, or other third parties
- Information containing excessively obscene expressions
- Information that includes expressions that promote discrimination
- Information that includes expressions that encourage suicide or self-harm
- Information that includes expressions that promote the inappropriate use of drugs
- Information containing antisocial expressions
- Information requesting the spread of information to third parties, such as chain mail
- Information containing expressions that are offensive to others
- Information for the purpose of meeting people of the opposite sex whom you have never met before.

- (6) Actions that place an excessive load on the Service's network or system, etc.
- (7) Actions that may interfere with the operation of this service
- (8) Unauthorized access or attempts to gain unauthorized access to our network or system, etc.
- (9) Impersonating a third party
- (10) Using IDs or passwords of other users of the Service
- (11) Advertising, publicity, solicitation, or sales activities on the Service that are not authorized in advance by the Company
- (12) Collection of information of other users of the Service
- (13) Any act that causes disadvantage, damage, or discomfort to the Company, other users of the Service, or any other third party
- (14) Any action that violates the rules regarding the use of the Service posted on the Company's website

- (15) Provision of benefits to antisocial forces, etc.
- (16) Actions for the purpose of meeting people of the opposite sex whom you have never met.
- (17) Any act that directly or indirectly causes or facilitates any of the aforementioned acts.
- (18) Any other actions that the Company deems inappropriate.

#### **Article 8 (Suspension of the Service, etc.)**

1. In any of the following cases, the Company may suspend or discontinue all or part of the Service without prior notice to Service Registrants.

- (1) In the event of urgent inspection or maintenance of the computer system pertaining to the Service.
- (2) In the event of an accidental shutdown of computers, communication lines, etc.
- (3) In the event that this service cannot be operated due to force majeure such as earthquake, lightning, fire, windstorm, flood, power outage, natural disaster, etc.
- (4) Other cases in which we deem it necessary to suspend or discontinue the service.

2. The Company shall not be liable for any damages incurred by Service Registrants based on actions taken by the Company in accordance with this Article.

#### **Article 9 (Attribution of Rights)**

All copyrights, neighboring rights, trademarks, patents, and other intellectual property rights related to the services (including video, audio, text, and other content) provided by the Company through the Service are the property of the Company or persons who have granted licenses to the Company, and the Company shall not be liable for any damage caused by the Content within the limits specified in these Terms. No rights are granted to the user by the purchase of this service other than the right to view the service.

Except as permitted by copyright law, no video content may be downloaded, reproduced, processed, or diverted without permission.

2. Service registrants represent and warrant to us that they have the legal right to post or transmit the posted data, and that the posted data does not infringe on the rights of any third party.

3. Service Registrants grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works from, display, and perform the Submitted Data. Service Registrant also grants to other Service Registrants a non-exclusive license to use, reproduce, distribute, create derivative works from, display, and perform the Posted Data posted or otherwise transmitted by Service Registrant using the Service.

4. Service Registrants agree not to exercise their moral rights of authorship against united and those who have succeeded to or been granted rights by united.

#### **Article 10 (Cancellation of Registration, etc.)**

1. In the event that a Service Registrant falls under any of the following items, the Company may, without prior notice or demand, delete the posted data, temporarily suspend the use of the Service by the relevant Service Registrant, terminate the registration as a Service Registrant, or cancel the Service Usage Agreement. The Company reserves the right to terminate the contract.

- (1) Violates any of the provisions of these Terms of Use
- (2) When it is found that there is a false fact in the registration information
- (3) If the member stops making payments or becomes insolvent, or files a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or similar proceedings.
- (4) If you have not responded to our inquiries or other communications requesting a response for 30 days or more
- (5) Any of the items in Article 3, Paragraph 4 applies.
- (6) In any other cases in which the Company deems the use of the Service, registration as a Service Registrant, or continuation of the Service Usage Contract to be inappropriate.

2. In the event of any of the events listed in the preceding paragraph, Service Registrants shall lose the benefit of time for all debts owed to the Company, and must immediately make payment of all debts owed to the Company.

3. united shall not be liable for any damages incurred by Service Registrants as a result of actions taken by united in accordance with this Article.

### **Article 11 (Withdrawal from Membership)**

Service Registrants may withdraw from the Service and terminate their registration as a Service Registrant by notifying the Company in a manner prescribed by the Company.

2. Upon withdrawal from membership, if there are any debts owed to united, the Service Registrant will naturally lose the benefit of time with regard to all debts owed to united, and must immediately make payment of all debts to united.

3. The handling of user information after withdrawal from membership shall be in accordance with the provisions of Article 15.

### **Article 12 (Change or Termination of the Service)**

1. The Company may change the contents of the Service or terminate the provision of the Service at the Company's convenience. When the Company terminates provision of the Service, the Company shall notify Service Registrants in advance.

2. The Company shall not be liable for any damages incurred by Service Registrants as a result of actions taken by the Company in accordance with this Article.

### **Article 13 (Disclaimer of Warranty and Disclaimer of Liability)**

1. The Company shall not guarantee that the Service is suitable for the specific purpose of Service Registrants; that it has the expected functions, commercial value, accuracy, and usefulness; that the use of the Service by Service Registrants conforms to the laws and regulations applicable to Service Registrants or the internal rules of industry associations; and that no defects will occur. The Company makes no warranty of any kind.

2. The Company shall not be liable for any interruption, suspension, termination, unavailability, or modification of the Service by the Company, deletion or loss of messages or information sent to the Service by Service Registrants, deletion of registrations by Service Registrants, loss of registered data or malfunction or damage to equipment due to use of the Service, or any other damages arising from the use of the Service, including, but not limited to, the following. Damages incurred by Service Registrants in connection with this Service ("User Damage"). The Company shall not be liable for any compensation for damages

incurred by Service Registrants in connection with the Service ("User Damages").

3. Even if the Company is liable for any reason, the Company shall not be liable to compensate for User Damages beyond the amount of compensation paid by Service Registrants to the Company over the past 12 months, and shall not be liable for incidental damages, indirect damages, special damages, future damages, or damages for lost profits. The Company shall not be liable for any compensation.

4. The Company shall not be liable for any transactions, communications, disputes, etc. between Service Registrants and other Service Registrants or third parties in relation to the Service or the Company's website.

#### **Article 14 (Confidentiality)**

Service Registrants shall treat any non-public information disclosed by the Company to Service Registrants in relation to the Service as confidential, except with the prior written consent of the Company.

#### **Article 15 (Handling of User Information)**

1. The handling of user information of Service Registrants by the Company shall be in accordance with the separate privacy policy of united, and Service Registrants shall agree that united handles the user information of Service Registrants in accordance with this privacy policy.

2. the Company may, at its discretion, use and disclose information, data, etc. provided by Service Registrants to the Company as statistical information in a form that does not identify individuals, and Service Registrants shall not object to this.

#### **Article 16 (Changes to These Regulations, etc.)**

The Company reserves the right to change these Terms of Use/Service. If Service Registrants use the Service or do not cancel their registration within the period of time specified by the Company after notification of such changes, Service Registrants shall be deemed to have agreed to the changes in these Terms of Use/Service. The Company shall be deemed to be the owner of the account.

### **Article 17 (Communication/Notice)**

Inquiries regarding the Service and other communications or notifications from Service Registrants to the Company, as well as notifications regarding changes to these Terms of Use/Service and other communications or notifications from the Company to Service Registrants, shall be made in a manner determined by united.

### **Article 18 (Transfer of Status under Service Usage Contract, etc.)**

Service Registrants may not assign, transfer, pledge as collateral, or otherwise dispose of their Service Usage Contract status or rights or obligations under this Agreement to any third party without the prior written consent of united.

2. In the event that the Company transfers the business relating to the Service to another company, the Service Registrant may transfer its position under the Service Usage Contract, rights and obligations under these Terms, and Service Registrant's registered items and other customer information to the transferee of such business transfer, and Service Registrant shall not be liable for any damage arising from such transfer. The transfer is deemed to have been agreed to in advance in this paragraph. The business transfer stipulated in this paragraph shall include not only ordinary business transfers, but also corporate divestitures and any other cases in which a business is transferred.

### **Article 19 (Severability)**

If any provision of these Terms and Conditions or any part thereof is determined to be invalid or unenforceable under the Consumer Contract Act or other laws or regulations, the remaining provisions of these Terms and Conditions and the remainder of any provision that is determined to be invalid or unenforceable in part shall remain in full force and effect.

### **Article 20 (Governing Law and Court of Jurisdiction)**

1. These Terms of Use/Service and the Service Use Agreement shall be governed by the laws of Japan. If you use the Service from overseas, we shall not be liable for the laws of that country.

2. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes arising out of or in connection with these Terms of Use or the Service Usage Agreement.

Enacted on March 10, 2022