

## Terms of Use for Job Seekers

Global Human Resource Support Hamamatsu (hereinafter referred to as "the Company") provides the following terms of use (hereinafter referred to as the "Service") for the "BLOOM in JAPAN" foreign human resources database and scouting service (hereinafter referred to as the "Service"). The following terms of use (hereinafter referred to as the "Terms of Use") are set forth below. Please use the Service upon agreeing to these Terms of Use.

### **Article 1 (This Service)**

"BLOOM in JAPAN" operated by the Company is the generic name for the Japanese language study and job placement service that introduces the Users to job offers from Japanese companies.

### **Article 2 (The User's Registration)**

(1) The Users shall register for the Service of their own choice.

(2) The Company shall issue and grant IDs and passwords to the Users.

(3) The Users shall be responsible for the use and management of their IDs and passwords issued and granted to them. And the Users shall not allow any third party (including recruiters, the same hereinafter) to use their IDs and passwords granted to them, or transfer them to any third party.

### **Article 3 (Responsibilities of the User)**

(1) The User shall register his/her own information with the Service to ensure that there are no errors. The Company shall not be held responsible for any matters that arise due to errors in the registration information.

(2) The User shall enter into an employment contract after confirming the working conditions directly with the employer at his/her own Responsibilities of the User. The Company does not guarantee that the working conditions confirmed by the Company and notified to the User are the definitive terms of the employment contract.

(3) If a dispute arises between the User and the Employer or a third party as a

result of the User's use of the Service, the User shall be responsible for dealing with the dispute at the User's own responsibility, and the Company shall have no responsibility whatever, except in cases where the Company is responsible for the dispute.

(4) The User acknowledges and agrees that the Service does not necessarily guarantee that the User will be able to find employment.

#### **Article 4 (Prohibitions of The User)**

The User shall not engage in any of the following acts on the Service.

(1) Violate the Terms of Use.

(ii) Applying for a job without intending to work, such as not attending an interview conducted by a recruiting company without a reasonable reason even though you have applied for the job.

(iii) Infringing the copyright, trademark, or other intellectual property rights of the recruiting company, a third party, or the Company.

(iv) Infringing the property, privacy, reputation, or other rights of the recruiting

company, a third party, or the Company.

(v) Defaming or libeling a recruiting company, a third party, or the Company

(vi) Any act that causes or may cause disadvantage to a recruiting company, a third party, or the Company.

(vii) Registering, notifying, or providing false information.

(viii) Any act of providing information for the purpose of sales activities or profit by using the Service.

(ix) Acts of reproduction, sale, publication, or any other use of information obtained by using the Service beyond the scope of private use.

(x) Any act that interferes with the operation of the Service or damages the reputation of a third party or the Company, or any act that has the potential to do so.

(xi) Acts that violate or may violate laws, regulations, or public order and morals.

(xiii) Actions that encourage the aforementioned actions.

(xiv) Any other acts that the Company deems inappropriate.

(2) The Company shall determine at its own discretion whether or not any of the

prohibited acts set forth in the preceding paragraph applies, and the Company shall not be obligated to explain the criteria for its determination.

(3) The User who commits any of the acts stipulated in the preceding paragraph may be suspended from using the Service, and the Company can refuse to allow the User to use the Service in the future.

(4) The Company can delete, without prior notice to The User, any data involved in the prohibited acts listed in each item of Paragraph 1, as well as any files or data that the Company deems inappropriate for the operation of the Service. In such cases, the Company shall not be responsible for any and all disadvantages incurred by the User as a result of the discontinuation of the Service or expulsion of the User from the Service.

#### **Article 5 (Fees and Method of Payment)**

(1) Fees for use of the Service shall be determined separately by Company.

(2) The Company may change the fees for the Service at its discretion without the User's agreement. The Company will inform the User about any change before

changing the fee.

(3) The User may only settle the fees for the Service by the method determined by the Company. The User shall pay the bank transfer fee.

(4) The Company will not refund any fees received under any circumstances.

#### **Article 6 (Copyrights)**

(1) The User agrees to grant the Company the right to use all copyrighted works (including the rights stipulated in Articles 27 and 28 of the Copyright Act) that the User provides to the Company through the use of the Service for any purpose without charge and without limitation.

(2) The User may not reproduce, reprint, publicly transmit, modify, or otherwise use any information or content provided by the Company in the Service beyond the scope of personal use as stipulated in the Copyright Law, regardless of the method or form.

(3) The User shall not exercise moral rights (including the right of publication, the right of name attribution, and the right of identity preservation) against the

Company, third parties who have legitimately acquired the rights from the Company, and persons who have succeeded to the rights from such third parties regarding any part of the posted contents that may be a work of authorship.

#### **Article 7 (Disclaimer)**

(1) The Company shall not be liable for any damages (including mental anguish, interruption of job search activities, or any other financial loss) arising out of or in connection with the use of the Service by the User (including acts of providing information by third parties). or inability to use the Service unless such damages are caused by willful misconduct or gross negligence.

(2) The Company shall not be liable for any damage to the User caused by information provided by third parties through the Service.

(3) The Company shall not be liable for any damage to the User caused by force majeure, such as natural disasters, or any other cause beyond the Company's control (including cases in which the User's employment with a recruiting company becomes impossible or difficult due to the commencement of

bankruptcy proceedings against the recruiting company, etc.).

(4) The Company does not guarantee that the User's data will not be erased or altered. The User shall save the necessary data at his/her own risk.

(5) The Company does not guarantee that it will introduce users to job openings or that users will be successful in their job search.

#### **Article 8 (Non-warranty of Information Provided)**

(1) The Company does not guarantee the truthfulness, safety, appropriateness, usefulness, up-to-dateness, or any other matters regarding the information provided. The User shall use the information at his/her own Responsibilities of the User.

(2) The Company does not guarantee that there will be no malfunctions in the provision of the Service or that the information, etc. obtained from the Service will be correct, except in cases of gross negligence in the operation of the Service.

#### **Article 9 (Change, Cancellation, etc. of Member Registration Information)**



- (1) The User may withdraw from the Service at any time of his/her own volition.
- (2) Even if the User does not intend to cancel his/her membership, his/her registration may be automatically cancelled if the User has not logged in to his/her personal screen of the Service for more than one year.

#### **Article 10 (Compensation for Damages)**

If the User violates these Terms of Use and causes damage to the Company, the User shall be liable to compensate the Company for all damages, whether direct or indirect.

#### **Article 11 (Handling of Personal Information)**

(1) The handling of personal information is separately stipulated in The Company's Privacy Policy. The Company will appropriately collect, use, manage, store, and provide to third parties the personal information of the User (excluding, however, Specified Personal Information) in accordance with these policies.

(2) The User shall use the Service with the consent of the Company's Privacy

Policy described in the preceding paragraph.

#### **Article 12 (Changes to the Service, etc.)**

(1) The Company may change or temporarily suspend the Service without prior notice to the User.

(2) The Company may suspend or terminate the Service for an extended period with a notice period of one month.

#### **Article 13 (Modification of Terms)**

The Company reserves the right to change the Terms of Use as necessary. Any changes will be posted on the Internet or notified to the User by e-mail or other means, and all Users will be deemed to have accepted the changes after one month has passed from the time of the notice or notification.

#### **Article 14 (Governing Law and Jurisdiction)**

The Terms of Use shall be governed by and construed in accordance with the laws

of Japan, and any dispute arising out of or in connection with the Service or the Terms of Use shall be subject to the exclusive jurisdiction of the Shizuoka District Court, Hamamatsu Branch as the court of first instance.