

## **Parrots Kun Short-term Study Abroad Policies**

Please read the following stipulations. When you agree with the contents, then you may apply for the program.

- ※ Please apply for the program when you fully understand the terms and conditions written in red lines which are considered significant policies.
- ※ Please sign up the “consent form” to prove that you agree with the terms and conditions stipulated in our short-term study abroad policies. Thank you for your understanding.

For the study abroad (hereinafter refer to as “the Service”) run by Parrots Kun Eikaiwa (hereinafter referred to as “the School”), those interested in participating and applicants (hereinafter referred to as “the Applicant”) are deemed to agree with the contents of our short-term study abroad of the School run by Nihon Hoshoku Co., Ltd. (hereinafter known as “the First Party”)

## **Parrots Kun Short-term Study Abroad Policies**

### **Article 1 (Scope of the International Conventions)**

1. This article ranges all related services as well as this service.
2. This article is deemed to reckon valid until the study abroad program is done and the Applicant returns to Japan. However, Articles 10 and 12 are effective even after finishing the program.
3. The scope of this Agreement also includes terms as regards to when the Applicant can use and perform the respective procedures and then send it back from the First Party to the Applicant party via e-mail or other means of communication transmission.

### **Article 2 (Application to the Service)**

In (1) clause, the Applicant shall apply for our service in accordance to procedures stipulated by the First Party. Upon applying for our service, the Applicant agrees to do

the following 1 to 12 items:

1. Please read this Agreement carefully and agree to its contents.
2. The Applicants should manage and look after themselves based on their will during the program, whereas the School does not take any responsibilities or accountabilities regarding any crime damages and other health issues or problems.
3. As of land on Philippines, the Applicant should get to fully understand the contents of the agreement and sign up for the consent form. In case the application is refused, then the School cannot provide its service and may have fear to cancel it.
4. The Applicant should recognize the fact that there are various differences of law, habit and culture between his/her native land and Philippines which is also included in the program.
5. The Applicant should recognize that the crime rate in Philippines from which they might possibly involve in would become higher than in his/her native land, thus you should always be careful and responsible in whatever actions you will take.
6. The School does not take any responsibilities against the health concerns or problems encountered by the Applicant (e.g. when the Applicant eats what is not written or mention in the "Study Abroad information.")
7. The Applicant must apply for the program with recognition that the accommodation cannot be satisfying or pleasing to the Applicant; therefore the Applicant should take care of hydration and food matters at their own risk, so the School does not take any responsibilities.
8. In case Applicant is below 20 years old, the Applicant must obtain consent from his legal representative, such as someone with parental authority (guardian) before availing of the Service.
9. The Applicant needs to prepare for accident, illness, theft incidences and disaster during the study abroad program and he/she should avail of the overseas insurance. In addition, if the Applicant engaged in playing specific sports, procedures for the special contract must be properly observed. And the School doesn't deputize for the Applicant.
10. Acknowledge that the Applicant is registered only as individuals (natural person); in case a company or other organizations apply, such should be made known to our school and there is a need to perform additional procedures.
11. Our service price displayed on the website is adapted only to paid members of our school and should generate an additional cost for an unpaid member.
12. The obligation of the Service is only an arrangement of the accommodation and study abroad organization acceptance, but not to guarantee the effectivity of study abroad program with our school if the Applicant has a mental disorders or problems.

In (2) clause, when the Applicant enters Philippines, the Applicant agrees to do the following 1 to 6 items:

1. The Applicant needs to possess a valid passport which works until the departure date.
2. If the Applicant has a Japanese nationality, the period of stay is less than 21 days, and a visa is not necessary, however a round air ticket is a must.
3. In case the Applicant is below 15 years old, the Applicant cannot come to the Philippines by himself or herself.
4. If the Applicant comes with a parent or a child which they have a different family name, it is necessary to show documents to certify the parent-child relationship.
5. If a minor below the age of 18 and enters the country with his/her guardian (person that will accompany the minor regardless of the degree of consanguinity or affinity), WEG visa is needed.
6. Take note that those who have a tattoo on the body or have a criminal record cannot avail of the study abroad program.

### **Article 3 (Expenses)**

In (1) clause, the School shall charge the Applicant by the sum of study abroad lesson, accommodation which is specified by the School, other related cost and transportation expenses from Manila airport to the place of accommodation which was specified in the School's study abroad program has no charged option and charged activity as well.

In (2) clause, in case the School charges the Applicant the expenses not included in (1) clause, the School provides an additional cost estimate to the Applicant.

In (3) clause, expenses included in the (2) clause, it may change without prior notice.

In (4) clause, in case the Applicant is not a member of the School, the School charges the Applicant 10000yen.

### **Article 4 (Change Fees)**

In (1) clause, in case the Applicant changes plans of the program, the date of the flight or does a cancellation after paying for study abroad expenses, the School will deal with the necessary changes free of charge, however it should be done 31 days prior the schedule of the flight departure, excluding the cost (penalty, compensation, fees hereinafter referred as the expenses) that the School needs to charge the third party.

In (2) clause, in case the School is informed in less than 31 days, then the change fee costs 2000yen per time.

## **Article 5 (Exchange Rate Changes and Actual Expense Changes)**

In (1) clause, in case the Applicant paid off the sum of study abroad expenses, he/she will not be charged of the differences of the exchange rate.

In (2) clause, in the event of an extreme exchange rate fluctuation or actual expenditure changes due to local economic crisis, then the School makes a decision that the study abroad is going to face difficulty in paying the corresponding costs, the difference from the fluctuation can be charged regardless of the status of the payment.

## **Article 6 (Payment of Studying Abroad, Etc. )**

In (1) clause, the Applicant needs to send money for the study abroad stipulated in articles 3 and 4 into the specified bank account on the due date. The transfer fee should be shouldered by the Applicant.

In (2) clause, in case the School cannot confirm the payment on or before the due date (departure schedule) as stipulated due to extensive departure process and procedures; thus the School does not take any responsibilities on late charges.

## **Article 7 (Application for Cancellation, Changes & Refund)**

1. In case the Applicant receives a notification of “contract complete” from the School via e-mail and wants to change the contents or do cancellation of the application after transferring studying abroad costs, contact the School after reading and confirming the following notes(1)-(8).

In (1) clause, in case the Applicant contacts the School in its business hour, the request can be received on the same day, however if the Applicant failed to do so during business hours then the request can be received on the next day.

In (2) clause, the Applicant should pay the cancellation fee based on <Rules of application cancellation fee>. Please refer to the guidelines listed on the next page.

### **<Rules of Application Cancellation>**

<b>Application Date for Cancellation</b>	<b>Cancellation fee</b>
31 days before the flight	No charge
From 30 days to 4 days before	20% from the costs
From 3 days to 1 day before	50% from the costs

On the appointed day	100% from the costs
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In (3) clause, the Applicants are deemed to bear the actual cost or compensation generated by cancellation or change upon the application.

In (4) clause, the School can turn down the offer from the Applicant for the reason of situation of the country, accommodation state and holiday in the Philippines.

In (5) clause, in case the School regards the schedule the Applicant wants as an obstruction of the School or considers the health state of the Applicant is not enough to avail of the study abroad program, the School can turn the offer down or change the contents of the application (including previous illness and pregnancy, etc.).

In (6) clause, in case the Applicant finds it difficult to enter because of the airline ticket or visa, the Applicant should contact the School as soon as possible. In the event that there is an extreme change which happens on the application contents or arrangement because of the change of the flight, the Applicant needs to bear the amendment commission.

In (7) clause, in case there is refund, the School will send the refund to the bank account that the Applicant specifies by the end of the month after the School received the necessary documents needed for refund procedures. But the transfer fee should be shouldered by the Applicant when refunding.

In (8) clause, others, in case the School finds inappropriateness, and then it can change the contents, turn down and cancel the offer.

2. Although the School basically does not accept any changes of the contents of application after the flight, unless the respective staff has known about the changes and permitted as such. However options like changing or adding lesson is always acceptable.

## **Article 8 (Application for Cancellation)**

In case those mentioned (1)-(5) instances arise, the School can cancel the application after informing the Applicant. In the case, the Applicant is deemed to pay the cancellation fee according to the provisions of the rules of application for cancellation.

In (1) clause, in case the School does not receive the documents on the expected due date, the School specifies or in case the School does not confirm the required payment based on the (3) and (4) articles.

In (2) clause, in case the Applicant cannot avail of study abroad program because of his/her health problems such as late detection of previous illness because of the omission of report or late detection of pregnancy.

In (3) clause, in case the address of the Applicant is unknown or has no contact for over a month.

In (4) clause, in case the School finds that the Applicant submitted spurious information such as making a false report or the omission of report.

In (5) clause, in case the School or the local association think inappropriately.

## **Article 9 (Change of Study Abroad Terms)**

This article can be changed without prior notice if the change of law, economic state and the change of social society and the policy of the School arise.

## **Article 10 (The Duty of Confidentiality)**

Company information should be kept confidential and the Applicant should not disclose to others in order to provide our service except in special cases. However, the School may disclose application form contents and travel insurance contracts in case of accident response and support for the following (1) and (2) matters, if:

In (1) clause, in case there is a consent from the Applicant; and

In (2) clause, in case the disclosure is required for the request of law cooperation;

## **Article 11 (The Burden of Damages)**

As long as the Service is provided, the School does not take any responsibility of damage caused by Applicant or the third party not attributable to the School. The School shall not be found liable.

## **Article 12 (Prohibited Conduct)**

In (1) clause, the Applicant must not exhibit or perform any of the following 1-10:

1. Slanderous, abusive behavior and other behaviors that can damage the reputation and credibility of other users of the Services or the First Party (including the School's staff) and a threatening act, obscenity and indecency, immorality, insult, and the act that gives a feeling of repulsion.

2. Behavior that causes other users of the Services or the First Party (including the School's staff) to suffer disadvantages or financial/emotional damages.

3. Participating in electoral campaigns, religious activities, or other related behaviors thereof.

4. Behavior that is illegal or goes against order and morals in your native country and Philippines.

5. Criminal behavior or other behaviors which are connected to criminal acts in your

native country and Philippines.

6. Behavior that hinders the operation of the Services.

7. Harassing or antisocial behavior against teachers or any harassing behavior that hinders the progress of a lesson.

8. Inquiring into confidential information that is generally undisclosed by the School.

9. The Applicant is prohibited to meet or try to contact any of the School's teachers outside of the facility and premises where the lesson usually takes place without any permission of our school.

10. Any other behavior is considered inappropriate by the First Party.

In (2) clause, If the Applicant has the desire to join in observing the company in online or offline modes, it is prohibited.

In (3) clause, in case the Applicant committed such offense, the School will charge one for 15million JPY and claim damages at the same time. And in case the School charge injunction against the subject action, the Applicant should stop the subject action without protesting.

In (4) clause, in case it corresponds to the stipulated clause, the School can stop providing the Service on the spot and cancel the contract immediately.

### **Article 13 (Limitation of Liability)**

In (1) clause, the Applicant should act with corresponding responsibility during the study abroad and the Applicant agrees with the following 1-12 statements that the School does not take any responsibility for the damages not attributable to the School.

1. In the event of the damage of an act of God, war, violation, dispute or strike etc. inevitable accidents.

2. In the event of transportation, accommodation institution, the bankruptcy of our School, merge, transfer, accident, dispute, strike or changes of the contents, conditions and expenses, damage attributes to trouble or business of organization that those are not our administration.

3. Mentally, physically, economically and materially damages cannot be attributed to our School and such damage is not based on how responsible they are.

4. The damage attributable to the School such as changes because it was done before the application period can delay the acquisition of visa and change of flight schedules.

5. When the Applicant does action against order and morals, criminal behavior or violation of the rules of the places for stay and study abroad. Moreover the damages caused by the Applicant gave the person or the third party with those said acts.

6. The damages which attribute to case the Applicant neglect procedures for insurance of specific sports.

7. Damages for accidents, food poisoning, illness, thief etc. during the study abroad program

8. About the Applicant's activity during the stay, any damages attributed to the act or advice by the staff, teacher and local institution staff.

9. The damages attributes to activity out of the lesson hours during study abroad program (including a case staff of our School, teacher or local institution staff accompany the Applicant)

10. In case the Applicant cannot acquire passport, visa or airline ticket, in case the Applicant got refused for the entrance, or in case the Applicant is forced to leave or refuse to enter Philippines.

11. Problems and mental damages about the differences of food culture or services except for the expenses including study abroad price

12. The scheduled lessons of the study abroad period was designed and planned by the School, the damages attributed to the business of the School or the designated teacher. In case the School cannot provide a scheduled lesson because of some circumstances like hectic schedule of the teachers, it is deemed to refund the amount of the lessons the Applicant cannot be provided.

13. The damage of study effect with our School

In (2) clause, in case a problem is attributable to the School, the School guarantees the compensation for the limitation of liability up to the amount the Applicant has paid.

## **Article 14 (Governing Law/Court Exclusive Jurisdiction Court)**

This Agreement is governed by and interpreted under the laws of Japan. Furthermore, any disputes that arise between The First Party and the Second Party in relation to the Services or this User Agreement shall come under the jurisdiction of the Asahikawa District Court as exclusive court of first instance.

## **Article 15 (Issued Date)**

This agreement is adapted for the contract of all studying abroad program applied after December 15<sup>th</sup> in 2011.

Updated: October 10<sup>th</sup>, 2014

Updated: September 24<sup>th</sup>, 2018