

## Terms and Conditions regarding NOA TRAINING's GWO Training

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This English translation of the Terms and Conditions of the course has been prepared by the Association for those who wish to attend the course in English. In the event of any discrepancy between the Japanese version of the Terms and Conditions and the English version, the Japanese version shall prevail.

### **Article 1 Scope of Application**

1. This training agreement (hereinafter referred to as "this agreement") applies to all training courses (hereinafter referred to as "training") provided by Nagasaki Ocean Academy TRAINING (hereinafter referred to as "NOAT"), a specified non-profit organization, Nagasaki Marine Industry Cluster Promotion Association (hereinafter referred to as "our association").
2. Individuals or corporations (hereinafter referred to as "Participants") who take this training course shall be deemed to have accepted and agreed to the terms and conditions of this agreement by completing the application procedures specified by the Association.

### **Article 2 Application, Contract, and Payment of Course Fees**

1. Applications for this training course shall be made in accordance with the prescribed procedures specified by the Association.
2. Students shall pay the course fee by the method specified by the Association. Payment shall be due by the end of the following month after the completion of the training.
3. Students shall be responsible for any fees incurred in connection with the payment of course fees.

### **Article 3 Course Eligibility**

1. Those who wish to participate in this training program must satisfy all of the following conditions.
  - (1). Complete the application procedures specified by the Association.
  - (2). Submit the necessary documents specified by the Association.
  - (3). Persons who have been approved by the Association to attend the course.

### **Article 4 Cancellation Policy**

1. In the event of cancellation of this training course due to the participant's circumstances, the Association will charge the following cancellation fees
  - (1). 7 days or less to the start of the training, the full amount the fee will be charged.
  - (2). Up to 8 days prior to the start of training: Free of charge.
2. Cancellation must be notified to the Association in writing or by the designated method.
3. The Association reserves the right to change, suspend, postpone, or cancel all or part of the training.
4. If, at the discretion of the Association, all or part of the training is changed, suspended, postponed or

cancelled, unless the reason is intentional or grossly negligent on the part of the Association, the Association's liability shall be limited to the refund of course fees for the portion of the training not conducted or the replacement of the training on another date, and the Association shall have no other liability, including any guarantee of costs (travel expenses, travel costs etc.) associated with the course participants' extra nights or changes in means of transport. The Association shall not assume any other liability, including guarantees of any kind (e.g. travel expenses, travel costs, etc.).

#### **Article 5: Student's Compliance**

1. Students are required to comply with the following items when taking this training course.
  - (1). Comply with all applicable laws, regulations, and rules.
  - (2). Obey the instructions of the Society's instructors and staff.
  - (3). Observe the start and assembly times of this training.
  - (4). Not consume or possess alcohol or illegal drugs.
  - (5). Do not take photographs, record, or make video or audio recordings of the training or NOAT without permission.
  - (6). Not to threaten, verbally abuse, slander, harass, or otherwise cause anxiety or discomfort to the instructors, staff, other trainees, or local residents in the area where NOAT is located.
  - (7). Do not engage in any other conduct that the Association deems inappropriate as a participant.
  - (8). The participant must weigh 120 kg or less.

#### **Article 6 Completion of Training**

1. Students are entitled to receive a certificate of completion upon completion of each module of the training course designated by the Association.
2. The Association does not guarantee that participants will complete the training. The completion of the course will be determined by the Association in accordance with the GWO's standards.
3. Even if the Association determines that a participant does not meet the requirements for completion of the course, the Association will not refund the course fee to the participant. The Association will not be held liable in such cases.
4. Each module of the GWO training must be completed within a maximum of 28 days from the start of the course. In the event that a trainee withdraws from a training course for personal reasons and is unable to take a replacement course on another date designated by the Association (within 28 days of the start of the course), the trainee will not be allowed to complete the module and the course fee will not be refunded.

#### **Article 7 Appeals**

1. If a student has an objection to the result of our judgment based on the preceding article, he/she may file an objection within one month from the date of the judgment notice.
2. Even within the above period, a student may not appeal if he/she has taken the training course again in

accordance with the decision of the Association.

3. The Association may request additional materials from the complainant as necessary before accepting the appeal.
4. If additional materials are not submitted within 2 weeks from the date of the request without justifiable reason, as stipulated in the preceding paragraph, the allegation shall be deemed unacceptable.

#### **Article 8 Intellectual property rights and confidential information**

1. The texts and other materials provided by the Association in connection with this training shall only be used by the person taking part in this training and may not be used or transferred to any third party without the prior written consent of the Association.
2. Training materials and any tangible and intangible technical, business, property, methods, know-how, training materials and any other information disclosed or provided by the Association to participants in connection with this training (hereinafter referred to as 'information etc. '), which does not fall under any of the following categories, shall be treated as 'confidential information'.
  - (1). Information that can be proved to have been lawfully held by the trainee without any obligation of confidentiality at the time of disclosure by the Association.
  - (2). Information that was already in the public domain at the time it was disclosed by the association.
  - (3). That which has become public knowledge through no fault of the course participant after disclosure by our association.
  - (4). Items that can be proven to have been legitimately obtained by the student from a duly authorised third party who does not owe a duty of confidentiality to our association.
  - (5). Items that can be proven to have been independently acquired by the course participant not through confidential information.
3. The course participant shall maintain the confidentiality of confidential information and shall treat it with the same degree of care (but not less than the care of a good manager) as information of a similar nature in the course participant.
4. Any and all rights related to confidential information shall belong to the Association and no patent right, trademark right, copyright or any other intellectual property right shall belong to students as a result of disclosure of confidential information.
5. When a student violates these Terms and Conditions, our Association may demand compensation for damages, injunction against the violating act or other measures deemed necessary by our Association from the student, and if the student causes damage to our Association due to the violation of these Terms and Conditions, our Association shall be liable for compensation for damages within the scope of reasonable causal relationship with the said violating act.

#### **Article 9 Personal Information**

1. Our Association shall handle students' personal information in accordance with our Privacy Policy (<https://noatraining.jp/privacypolicy/>), which is separately stipulated, and students shall agree to this.

2. Notwithstanding the preceding paragraph, students shall agree to the following. Notwithstanding the preceding paragraph, students shall agree to the following.
  - (1). The Association shall obtain personal information such as name, address, telephone number, email address, WINDA ID, etc. when students take training courses provided by NOAT.
  - (2). To be used by the Association for the purpose of performing, evaluating, improving, and enhancing the Training.
  - (3). To be used by the Association for the purpose of registering the completion of this training by the participant in the GWO's WIDNA.
  - (4). To be used for the purpose of billing the participant, notifying the participant of any change, suspension, postponement, or cancellation of this training program, and notifying the participant of course information. The Association may also use the photographs and videos taken, as long as they cannot be used to identify individual participants.

#### **Article 10 Compensation for Damages**

1. Students shall be liable to compensate for any damage caused to our Association or third parties including other students due to a breach of these Terms and Conditions. The company to which a student belongs is responsible for ensuring that its students comply with these Terms and Conditions and is jointly and severally liable with the student for damages if the student causes damage to the Association or a third party in the course of this training.
2. In the event of disputes between students or with other third parties, students shall settle such disputes at their own risk and shall indemnify the Association for any and all damages incurred.

#### **Article 11 Disclaimer**

1. In the event that a student suffers any damage due to reasons attributable to the Association, the Association shall be liable to compensate for actual direct and ordinary damages up to the amount of course fees received, except in the case of intentional or gross negligence, and shall not be liable for indirect damages, special damages, contingent damages, lost earnings. The Association shall not be liable for indirect damages, special damages, incidental damages, or lost profits.
2. The Association and students (hereinafter referred to as "the parties") shall not be liable for any failure to comply with these Terms and Conditions due to earthquakes, typhoons, tsunamis, floods, other acts of God, war, riots, acts of terrorism, civil commotions, epidemics, strikes, radio interference, compliance with laws and regulations, or other reasons beyond the reasonable control of the parties, or in the event of delay or failure to perform obligations under the contract (including but not limited to In the event of any act of delay or failure to perform (except for the obligation to pay money), the party shall be released from any and all liability due to such non-compliance or delay and failure to perform.

#### **Article 12 Cancellation of contract**

1. Our Association shall immediately cancel a student contract without notice if a student or a

representative of the student's company (including a person in charge or a person substantially involved in the management of the company) falls under any of the following items. The Association shall immediately cancel the course contract without any notice in the event that any of the following events occur:

- (1). The person is deemed to belong to a gang, a member of a gang, a quasi-constituent of a gang, a person related to a gang, a general meeting house, a right-wing organisation, a socially motivated group or a special intelligence group, or any other anti-social force (hereinafter referred to as 'anti-social forces', etc.).
  - (2). If the Anti-Social Forces, etc. are deemed to be substantially involved in or control the management of the company.
  - (3). When it is recognised that the student corporation or its representative has a socially reprehensible relationship with anti-social forces, etc.
  - (4). When a student or a legal entity as a student is deemed to be using anti-corporate forces, etc.
  - (5). When a student or a legal entity that is a student uses fraudulent, violent or threatening language towards the Association or its instructors, staff or related persons.
  - (6). If the participant or a legal entity acting as a participant has made unreasonable demands beyond the scope of its legal responsibilities
  - (6). When a participant or a legal entity acting as a participant spreads rumors or uses deception or force to discredit the Association or obstruct the Association's business, or when both of these acts are committed.
  - (7). Any other similar circumstances to those listed above.
2. The Association shall immediately terminate the course contract without any notice if any of the following circumstances apply to a legal entity acting as a student:
- (1). When a student violates any of the provisions of these Terms and Conditions and the violation is not remedied despite a warning.
  - (2). When there is a suspension of payment, insolvency or a petition for the commencement of bankruptcy proceedings, corporate reorganisation proceedings, civil rehabilitation proceedings or other similar legal liquidation proceedings.
  - (3). When the business is suspended, a decision is made to suspend or abolish the business, or the business is subject to administrative or other proceedings for the suspension of business.
  - (4). When there is a petition for seizure, provisional seizure, provisional disposition or auction, or when there is a disposition for delinquent payment of taxes and public dues.
  - (5). When a resolution for dissolution is passed or an order for dissolution is received.
3. In the event that a student cancels a contract relating to this training in accordance with paragraphs 1 or 2 of this Article, the student shall compensate our Association for any damage suffered by us as a result of the cancellation.
4. In the event of termination of a course contract pursuant to paragraphs 1 or 2 of this Article, the Association shall not be liable to compensate or guarantee any damages incurred by the student.

**Article 13 Revision of these Terms of Use**

1. The Association may revise these Terms of Use and the Privacy Policy at any time.

The details of revisions and when they will take effect will be posted on the Association's website (<https://noatraining.jp/>).

**Article 14 Notification**

1. Notices from the Association to students shall be sent (including by email) to the contact address registered by the student at the time of application for the training, and shall be deemed to have been sent within a reasonable period of time.

**Article 15 Exclusive Jurisdiction**

1. In the event of any dispute arising out of or in connection with these Terms and Conditions or the provision of training at NOAT, the district court having jurisdiction over the location of the Association shall have exclusive jurisdiction as the court of first instance.

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