

ICPA Student Regulations

Purpose

Clause 1 These regulations define the rights and obligations between ICPA International Protocol Co., Ltd. (hereafter "the Company") and the students attending The International Protocol Academy of Japan - ICPA (hereafter "ICPA"), operated by the Company.

Enrolment Procedure

Clause 2 Those wishing to enrol shall submit the application documents in accordance with the Company's stipulations; enrolment is deemed applied for upon payment of the course fee.

2 The applicant becomes a student upon the Company's approval of the application.

Notifications

Clause 3 The Company shall give notice to students using the contact details provided upon application.

2 Students shall promptly notify the Company of any change to those contact details.

Provision of Courses

Clause 4 The Company shall provide courses to students in accordance with the content of each ICPA course as separately defined.

2 The dates and times of courses shall be determined by the Company.

3 Even where a course has been scheduled, the Company may alter the date owing to natural disaster, adverse weather, sudden illness of the instructor, or other unavoidable circumstance. In such event the Company shall promptly propose an alternative date.

4 In the case of the preceding paragraph, the Company shall as a rule respond by altering the date. Where the holding of the course becomes impossible owing to an emergency or other circumstance, Clause 13 shall apply.

5 Where the content or hours of a course are altered, the student may elect either to continue or to change the date.

Trial Programmes, Workshops and Online Courses

Clause 5 Trial programmes, workshops and online courses provided by the Company are governed by this Clause.

2 Trial programmes and workshops are, as a rule, completed in a single day and are not subject to the substitute attendance provided for in Clause 6, paragraph 1.

3 Where a student attends a trial programme with others, the fee and other conditions shall be determined by the Company individually and advised in advance.

4 The Company bears no responsibility for inability to attend an online course arising from the student's own communications environment.

5 The URL, participation ID, password and other information required for an online course are for the student's own use alone; sharing with third parties is prohibited.

Absence

Clause 6 Where a student is absent from a course, the student shall attend a further course covering the same content. This shall not apply to the courses set out in paragraph 2 of the preceding Clause.

2 In the case of the preceding paragraph, the student shall pay a separate course fee in accordance with the Company's stipulations.

3 Even where absence arises from illness, accident or other cause not attributable to the student, venue fees, instructor fees and other costs to which the Company is already committed shall be borne by the student.

4 A student more than thirty minutes late for the commencement of a course, or leaving before its conclusion, shall be deemed absent, and that date shall be deemed consumed.

5 A student may request a change of date by giving prior notice. In such case, venue fees, costs relating to the instructor's engagement and other expenses already incurred shall be borne by the student.

Compliance

Clause 7 Students shall not engage in any of the following.

(1) Arriving late for the commencement of a course, or leaving before its conclusion

(2) Being absent from a course without prior notice

(3) Disclosing photographs, video or personal information of other students without permission

(4) Verbal abuse, physical violence, sexual harassment, power harassment or any other form of harassment towards other students or instructors, and any conduct causing nuisance

(5) Disclosing, lending or transferring course texts or other materials to third parties

(6) Conducting or providing, whether for a fee or gratuitously, any course, training or educational programme for third parties that uses, or is similar to, the content, know-how or materials of the courses

(7) Reproducing, copying, reprinting, appropriating, editing, altering, selling, transmitting, broadcasting, distributing, lending, translating, modifying or otherwise making secondary use of any part or the whole of the content of the Company's website (text, images, video, audio and the like) without prior permission

(8) Recording, filming or photographing (including screenshots) the content of a course

(9) Sharing information, materials, images and the like obtained during a course by means of social media, other online platforms, printed matter or otherwise

(10) Sharing the URL, participation ID, password or other information for an online course with third parties

(11) Permitting a third party who has not paid the course fee to attend a course

(12) Forging, altering or making improper use of a certificate of attendance or of completion

(13) Storing, editing or sharing electronic data provided by the Company without the Company's permission

(14) Obstructing the business of the Company

Image Rights During Courses

Clause 8 The Company may photograph or record courses for the purpose of record and of promotion, and may use the likeness of students. The purpose, period and manner of such use shall be as set out in a separate consent form or in the Privacy Policy. Students consent to such photography and recording by the Company.

2 The Company holds the right to use photographs and recordings taken for promotional purposes, and shall do so with regard for the dignity and privacy of students.

3 A student who does not wish to be photographed may so notify the Company in advance.

Handling of Electronic Data

Clause 9 Electronic data provided by the Company (course materials, teaching materials, presentations and the like) shall be used solely for the student's own study.

2 Students shall not reproduce, edit or share electronic data without the Company's permission.

3 Students shall delete all electronic data provided upon termination of access rights, or when instructed by the Company.

Exclusion of Anti-Social Forces

Clause 10 The student represents to the Company, and warrants for the future, that neither the student, nor the student's employees (including advisers, temporary staff, contract employees and part-time staff), agents, intermediaries, principal investors, persons substantially concerned in management, subcontractors or further contractors (where subcontracting extends through several tiers, all of them), is a crime syndicate, a member of a crime syndicate, a person for whom five years have not elapsed since ceasing to be such a member, an associate member, an affiliated undertaking, a racketeer, an extortionist under the guise of social or political movements, a group engaged in special intelligence violence, a semi-criminal group (a group repeatedly committing crimes without belonging to a crime syndicate, such as a motorcycle gang) or any person connected therewith (including organisations having relations with such groups), or any equivalent (hereafter collectively "Anti-Social Forces"), and that none of the following applies.

(1) A relationship in which Anti-Social Forces are recognised as controlling management

(2) A relationship in which Anti-Social Forces are recognised as substantially concerned in management

(3) A relationship in which Anti-Social Forces are recognised as having been improperly employed, whether for the purpose of unjust gain to the student or a third party, or for the purpose of causing loss to a third party

(4) A relationship recognised as involving the provision of funds or the conferring of benefit upon Anti-Social Forces

(5) A socially reprehensible relationship with Anti-Social Forces

(6) A relationship recognised as involving dealings with Anti-Social Forces, or with undertakings or organisations connected therewith

Notice of Cancellation

Clause 11 A student may give notice of cancellation of the course contract at any time. Refund in such case is governed by Clause 13.

Compulsory Termination

Clause 12 The Company may terminate the contract with a student where any of the following applies.

- (1) Where any statement made upon application is found to be false
- (2) Where the student breaches these regulations
- (3) Where the student repeatedly commits an act falling under Clause 7 (1) or (2)
- (4) Where, whether during a course or otherwise, the student commits a grave act contrary to public order and morals (criminal conduct, seriously objectionable behaviour and the like)
- (5) Where the student is grossly negligent or acts in breach of faith
- (6) Where any other grave circumstance arises rendering continuation of the contract difficult

2 Where the contract is terminated under the preceding paragraph, the Company shall make no refund of the course fee.

Refund

Clause 13 The Company shall as a rule make no refund of course fees paid, and shall respond by alteration of the date or by substitution of an online course.

- 2 Where holding the course upon the original date becomes difficult owing to natural disaster, adverse weather or other unavoidable circumstance, the Company shall as a rule respond by altering the date.
- 3 In the case of the preceding paragraph, where the holding of the course itself becomes impossible owing to an emergency or other circumstance, the Company shall refund in full the course fee corresponding to the portion not yet received.
- 4 Where cancellation arises from the student's own circumstances, no refund shall be made. Where the Company considers it appropriate, however, part of the balance after deduction of expenses already incurred may be refunded.
- 5 The amount of any refund shall be determined having regard to the progress of the course, the timing of cancellation, expenses already incurred, and the loss to the Company.

Damages

Clause 14 Where a student breaches these regulations, the student shall compensate the Company for all loss arising (including legal fees).

- 2 Where a student breaches any of Clause 7 (3) to (14), the student shall pay damages of JPY 1,000,000, or a sum equal to the fee of the course enrolled upon, whichever is the greater. Where the Company's loss exceeds that sum, the student shall compensate the amount of that loss.
- 3 Where a student causes damage to the facilities, fittings or equipment of the Company or of a venue, the student shall bear the cost necessary for restoration.

Survival

Clause 15 Clauses 7, 8, 9 and 14 shall remain in effect after termination of this contract by completion of all courses, cancellation, termination or otherwise.

Revision

Clause 16 The Company may revise these regulations at any time within a reasonable scope. Revised regulations take effect upon publication on the Company's website.

Exclusive Jurisdiction

Clause 17 These regulations are governed by the law of Japan, and the Tokyo District Court shall be the exclusive court of first instance.

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