

## Special Commercial Transactions Law Disclosure

Seller: Taste of Japan Cooking School (FOOD&DRINK BANK Co., Ltd.)

Representative: Fumio Watanabe

Address: 3-17-11 Uchiyama, Chikusa-ku, Nagoya-shi, Aichi 464-0075, Japan

Phone Number: 052-745-6700

Email: Contact Form

### Terms of Service - Taste of Japan Cooking School

#### 1 Article 1 (Name and Location)

1.1 This service is referred to as Taste of Japan Cooking School. The main office is located at 3-17-11 Uchiyama, Chikusa-ku, Nagoya, Aichi, 464-0075, Japan.

#### 2 Article 2 (Operation and Management)

2.1 Taste of Japan Cooking School is operated and managed by FOOD&DRINK BANK Co., Ltd. (hereinafter referred to as "the Company").

#### 3 Article 3 (Membership Qualification)

3.1 Individuals who wish to utilize the services and courses of Taste of Japan Cooking School, regardless of membership status, are considered to have agreed to and approved the purpose of Taste of Japan Cooking School and these regulations. Even if an application for membership is submitted by an individual with the qualifications for taking the courses listed below, it will be considered valid. (Note: The specific qualifications for enrollment are not provided in the provided text. If there are specific qualifications mentioned in the original text, please include them for a more accurate translation.)

3.2 Taste of Japan Cooking School reserves the right to accept or reject membership applications at its sole discretion, without the need to provide reasons for such decisions.

3.3 The eligibility criteria for membership at Taste of Japan Cooking School are as follows:

3.4 Individuals with a suitable level of dignity and social credibility to be a member of Taste of Japan Cooking School. Membership is valid indefinitely, except in cases of loss under Article 7. Additionally, membership cannot be lent, transferred, or used as collateral, except as otherwise stipulated in this agreement.

#### 4 Article 4 (Course Application)

4.1 Please apply through the online reservation system by agreeing to these terms at

least 7 days before the desired course commencement date.

4.1.1 In the event of any changes to the application details, we will respond via email.

However, should inaccuracies or adverse consequences arise due to incomplete or incorrect modifications, Taste of Japan Cooking School assumes no responsibility.

4.1.2 We may, due to unavoidable circumstances such as our company's or instructors' availability, inclement weather, etc., make changes to the course commencement date, instructors, course content, and ingredients used.

4.1.3 In the event that maintenance or other necessary actions are deemed required for the online reservation system, we reserve the right to suspend, interrupt, or modify course applications without notice.

## 5 Article 5 (Course Fees)

5.1 Course fees are to be paid on the day of the course.

5.2 Payments can be made by credit card or in cash. The accepted card brands are VISA, MasterCard, and AMEX.

## 6 Article 6 (Cancellation)

6.1 In the event that you need to cancel a reserved course, please notify us of the cancellation through the inquiry email. If a cancellation occurs without prior notice, the full course fee for one session will be charged.

6.2 If you cancel from 3 days before the course commencement date to the day of the course, a cancellation fee equivalent to the full course fee for one session will apply. However, this exclusion does not apply in the case of natural disasters such as typhoons or earthquakes, or if the course is canceled due to circumstances on our part.

6.3 If a cancellation fee is applicable based on the preceding clause, the payment already made for the course will be considered the cancellation fee if you have notified us of the cancellation at the time of payment. If payment has not been made, the cancellation fee will be invoiced at a later date.

## 7 Article 7 (Cancellation of Courses)

7.1 We may cancel a course if any of the following conditions are met. In the event of course cancellation, we will notify you through our cooking school website and the provided email address (for registered individuals only). We cannot be held responsible if emails are not received due to reasons beyond our control.

7.2 Public transportation is widely announced for planned suspension before the course.

7.3 Meteorological warnings (heavy rain, strong winds, or flooding) are issued in Aichi,

Gifu, or Mie prefectures due to the approach of a typhoon or other weather-related events.

- 7.4 Large-scale suspension of public transportation occurs due to earthquakes or tsunamis.
  - 7.5 Concerns arise about the spread of infectious diseases such as new influenza or the novel coronavirus, including requests from authorities.
  - 7.6 Necessary for regular and emergency maintenance of the system.
  - 7.7 Excessive load on the system.
  - 7.8 System operation becomes difficult due to fire, power outage, third-party interference, etc.
  - 7.9 Unavoidable circumstances similar to those listed above.
- 8 Article 8 (Notes during Attendance)
- 8.1 During the course, please be considerate of other participants to ensure a pleasant learning environment for everyone. Kindly observe the following points:
    - 8.1.1 We will provide aprons. Please wear the apron during the course (remove it when using the restroom).
    - 8.1.2 Depending on the situation, wearing masks or other protective gear may be required.
    - 8.1.3 Before starting the cooking, be sure to wash your hands.
    - 8.1.4 Tie back long hair that hangs over the shoulders. Remove accessories such as rings, watches, bracelets, etc.
    - 8.1.5 Maintain well-groomed nails to facilitate cooking. For hygiene reasons, individuals with long nails, nail extensions, hand injuries, or those unable to remove rings must wear designated cooking gloves.
    - 8.1.6 In the event of any abnormalities, such as with ingredients, please notify the staff of the cooking school.
    - 8.1.7 If you are unwell, please refrain from attending the course. Additionally, individuals diagnosed with infectious diseases (※) at a hospital, those with suspected symptoms of infectious diseases, or individuals identified as close contacts of infectious cases, regardless of the degree of infection or symptoms, are not allowed to attend in-person classroom courses. ※Examples of infectious diseases include COVID-19, measles, chickenpox, mumps, influenza, and scarlet fever.
    - 8.1.8 The company will compensate for direct damages caused by injuries or illnesses occurring during the course only if the damage is attributable to the company's intentional or gross negligence. However, this does not apply in

cases where the company has intentional or gross negligence, or in the case of damage to the life or body of the customer.

8.1.9 The company is not responsible for any disputes or accidents that occur among customers (or between customers and third parties) during the cooking class or incidents and troubles outside the classroom.

8.2 During the course, in addition to the aforementioned points, please be aware of the following:

8.2.1 Store items other than those necessary for cooking in the classroom lockers. Please securely lock the locker and manage it at your responsibility. If you lose the locker key, a key replacement fee of 1,100 yen will be charged.

8.2.2 Taking home the dishes you prepare is generally not allowed due to food hygiene, with the exception of certain courses such as confectionery and bread courses. If you choose to take dishes home, it is expected that you comply with the guidelines set by our company, and we assume no responsibility for any issues arising from taking food home.

8.2.3 For courses that involve the provision of alcoholic beverages, if you arrive by car, we will refrain from providing alcohol.

8.2.4 Childcare facilities are not available within our cooking school facilities. For safety and hygiene management reasons, participation with children is not allowed, except for parent-child classes.

8.2.5 Pets are not allowed, with the exception of service animals.

8.2.6 We do not have dedicated parking for our cooking school, so please use public transportation. Parking at the Sakae and Imaiike Gas Building locations is subject to fees.

8.2.7 Smoking is prohibited throughout our cooking school facilities.

8.2.8 In the event of earthquakes, fires, or other emergencies during the course, please follow the instructions of the cooking school staff.

8.2.9 Bringing your own ingredients or alcoholic beverages is prohibited.

## 9 Article 9 (Prohibited Acts)

9.1 If a customer engages in the following acts, the company reserves the right to terminate their membership or refuse further service:

9.1.1 Acts that infringe upon the property rights, copyrights, privacy, or other rights of other customers or the company, or acts that violate laws and regulations.

9.1.2 Defamatory acts, slander, or other actions causing harm to other customers or third parties.

9.1.3 Political or religious activities.

- 9.1.4 Activities related to election campaigns.
  - 9.1.5 Acts contrary to public order and morals, criminal acts, or acts leading to criminal behavior.
  - 9.1.6 Providing false information in the registration details, impersonating another person, or claiming to represent an organization without the authority to do so.
  - 9.1.7 Engaging in profit-oriented activities without our company's approval. Conducting business, solicitation, or similar activities unrelated to our cooking school without permission.
  - 9.1.8 Unauthorized use of passwords.
  - 9.1.9 Collecting or storing the personal data of other customers through the online reservation system.
  - 9.1.10 Interfering with our communication equipment, software, networks, etc., by providing harmful programs such as computer viruses.
  - 9.1.11 Illegally accessing our servers or other computers, sending or posting harmful computer programs, emails, etc.
  - 9.1.12 Transferring or reselling membership eligibility, course attendance rights, and ticket transfer or engaging in fraudulent representation for attending courses.
  - 9.1.13 Behaviors causing inconvenience to other customers during the course. Acts that interfere with the course content or progress, failure to follow the instructions of instructors or staff, or any action hindering the participation of other customers.
  - 9.1.14 Repeatedly canceling without notice.
  - 9.1.15 Failing to pay cancellation fees incurred in the past.
  - 9.1.16 Participating in in-person classes while there is a risk of infectious disease.
  - 9.1.17 Violating this agreement.
  - 9.1.18 Acts that are deemed by our company as inappropriate, making it unreasonable to continue using our cooking school services.
- 9.2 Our company is not liable for any damages incurred by customers or third parties resulting from prohibited acts or other violations of this agreement by customers.
- 10 Article 10 (Disclaimer)
- 10.1 In cases where our company is liable for damages under this agreement or the Consumer Contract Act, we will compensate for actual and direct damages. However, this does not apply in cases where our company has intentional or gross negligence or when there is damage to the life or body of the customer.

- 11 Article 11 (Customer's Liability for Damages)
  - 11.1 If a customer intentionally or negligently causes damage to our company or a third party, the customer is responsible for compensating for that damage.
- 12 Article 12 (Management of Personal Information)
  - 12.1 Regarding the handling of personal information of customers using our cooking school, please refer to the Privacy Policy.
  - 12.2 We cannot provide the names or contact information of other participants in our cooking school.
  - 12.3 We do not take responsibility for the exchange of phone numbers or email addresses between customers.
  - 12.4 Customers are responsible for the management of their passwords, and in case of password loss, our cooking school cannot provide assistance.
- 13 Article 13 (Exclusion of Anti-Social Forces)
  - 13.1 Members cannot raise objections if their membership is immediately revoked due to engaging in or falsely declaring involvement in any of the following acts listed in (1) or (2). Additionally, the member bears full responsibility for any damages incurred by Taste of Japan Cooking School or its affiliates.
  - 13.2 (1) During membership application, ensuring that none of the following applies currently and will not apply in the future:
    - 13.2.1 Memberships or affiliations with organized crime groups, gang members, quasi-members of organized crime groups
    - 13.2.2 Individuals who have not been gang members for less than five years since ceasing to be one
    - 13.2.3 Affiliation with gang-related companies
    - 13.2.4 Rioters, those engaged in political, religious, or social movement extortion, special intelligence violent groups, and similar individuals
    - 13.2.5 Any other individuals equivalent to the above
  - 13.3 Not engaging in the following acts either personally or through third parties:
    - 13.3.1 Violent demands
    - 13.3.2 Unjust demands beyond legal responsibility
    - 13.3.3 Acts of making threatening remarks or using violence in relation to enrollment at Taste of Japan Cooking School
    - 13.3.4 Acts of spreading false rumors, deception, or using intimidation to damage the credibility of Taste of Japan Cooking School or interfere with its business
    - 13.3.5 Any other acts equivalent to the above
- 14 Article 14 (Amendment of Terms)

14.1 These terms may be amended based on the provisions of Civil Code Article 548-4. In such cases, the company will specify the effective date of the amendment, notify in advance the intention to amend these terms, the content of the amended terms, and their effective date, through appropriate means, including posting on the cooking school website.

15 Article 15 (Supplementary Provisions)

15.1 All amounts stated in these terms are inclusive of tax (consumption tax rate 10%).

15.2 These terms apply from November 1, 2023, for applications made on or after that date.

Established and Enforced November 1, 2023

## Privacy Policy

FOOD&DRINK BANK Co., Ltd. (hereinafter referred to as "the Company") recognizes the importance of protecting and appropriately handling personal information received from customers and others involved in the operation of Taste of Japan Cooking School. Therefore, the Company declares the following measures internally and externally to strive for the proper protection of personal information.

### Personal Information:

- 1 Business Operator's Name:
  - 1.1 FOOD&DRINK BANK Co., Ltd.
- 2 Name of Administrator:
  - 2.1 Personal Information Protection Manager: Fumio Watanabe
- 3 Items of Member's Personal Information Acquired by the Company:
  - 3.1 Information provided during "Purchase" or "Free Monitor Application," including but not limited to:
    - 3.2 Name, gender, date of birth, address, phone number, email address, etc.
    - 3.3 Credit card number and financial institution account number
    - 3.4 Other descriptions or unique numbers, symbols, or codes assigned to individuals
    - 3.5 Images or audio identifying the individual
- 4 Purpose of Use:
  - 4.1 For the smooth operation of services
  - 4.2 For lifestyle analysis of members
  - 4.3 To provide information on preferential benefits from the Company and group companies
  - 4.4 To respond to inquiries
  - 4.5 For payment of course fees, etc.
  - 4.6 For other purposes for which the individual has given prior consent
- 5 Provision to Third Parties:
  - 5.1 The Company will appropriately manage members' personal information to protect it. The information will not be disclosed to third parties unless it falls under any of the following exceptions:
    - 5.2 With the member's consent
    - 5.3 When required by law to disclose personal information to a third party, and there is a risk of legal responsibility for the Company
    - 5.4 In the case of Section 6 (Outsourcing of Personal Information)
- 6 Outsourcing of Personal Information:



- 6.1 The Company may outsource the handling of personal information to third parties within the scope necessary for achieving the purpose of use. In such cases, the Company will select contractors who provide sufficient protection measures for personal information and supervise and manage them appropriately.

This Privacy Policy was established and enforced on November 1, 2023.

- 1 Outsourcing of Business Operations:

- 1.1 In the course of our business operations, we may outsource certain tasks to external entities to provide better services to our customers. In such cases, we may entrust personal information to these outsourcing partners. We select outsourcing partners that meet a sufficient level of personal information protection, enter into contracts regarding the protection of personal information, and thoroughly manage and supervise the outsourcing partners.

- 2 Requests for Disclosure, Correction, etc., of Personal Information:

- 2.1 If a customer requests the disclosure of their personal information based on the Personal Information Protection Act, we will confirm that it is a request from the customer themselves and promptly disclose the information (or notify them if the information does not exist). However, this does not apply if, under the Personal Information Protection Act or other laws, we are not obligated to disclose the information.

- 3 Voluntariness of Providing Information:

- 3.1 The provision of personal information to our company is voluntary on the part of the individual. However, please note that if necessary information is not provided, we may be unable to enter into contracts or provide services.

- 4 About Cookies:

- 4.1 Our website uses "cookies" to enhance customer convenience and provide better services. "Cookies" are technologies that identify a customer's computer but do not identify the individual. Customers can restrict the use of "cookies." However, in such cases, some services may not be available.

- 5 Changes to this Policy:

- 5.1 We regularly review the handling of user information to ensure continuous improvement. Accordingly, we may change this policy as needed.
- 5.2 In the event of changes, we will notify customers through email or by posting on the relevant website. The changes to this policy will take effect from the time of posting on the website. Customers who purchase or use our services after the changes take effect will be deemed to have agreed to the revised terms of this policy.

- 6 Changes Requiring Customer Consent Despite the Previous Provisions:
  - 6.1 In cases where, despite the provisions of the preceding item, changes involving matters requiring customer consent under the law are necessary, we will obtain customer consent through the designated methods established by our company.
- 7 Applicable Law:
  - 7.1 The interpretation and application of this Privacy Policy shall comply with the laws of Japan.
- 8 Contact Information:
  - 8.1 For requests related to the disclosure, correction, suspension of use, deletion of personal information, opinions, questions, complaints, or any other inquiries regarding the handling of user information, please contact us at the following: FOOD&DRINK BANK Corporation 3-17-11 Uchiyama, Chikusa-ku, Nagoya-shi, Aichi 464-0075 TEL: 052-745-6700 (Reception hours: Weekdays 10:00 AM to 5:00 PM) E-mail: [info@fdbank.jp](mailto:info@fdbank.jp)

Enacted and Implemented: November 1, 2023