# **Teachme Biz Terms of Use (for Beta Version)**

The 'Teachme Biz Terms of Use (for Beta Version)' (hereinafter referred to as the "Terms of Use for Beta") provide the terms of use of the beta version of the Teachme Biz service (in the event that the name or content of the service is changed for any reason, the service after such change shall be included; hereinafter referred to as "Beta Service") under development by Studist Corporation (hereinafter referred to as the "Company") in the Service provided by the Company.

#### Article 1 (Definitions).

Capitalized terms used and not otherwise defined in the Terms of Use for Beta shall have the same meanings as defined in the "Teachme Biz Terms of Use" (hereinafter referred to as the "Terms of Use").

### Article 2 (About these Terms of Use for Beta)

- 1. The Terms of Use for Beta shall apply to the use of the Beta Service together with the Terms of Use and to all relations arising in connection with such use as an integral part of the Terms of Use.
- 2. In the event of any inconsistency between the Terms of Use and the Terms of Use for Beta, the Terms of Use for Beta shall prevail.
- 3. The Terms of Use shall apply to any matters not stipulated in the Terms of Use for Beta.

#### Article 3 (Formation of the contract for the use of the Beta Service)

- 1. The applicant for the use of the Beta Service (hereinafter referred to as the "Beta Applicant") shall apply for the use of the Beta Service (hereinafter referred to as the "Beta Application") in the manner specified by the Company.
- 2. The Beta Applicant shall make Beta Application in the manner specified by the Company. The contract for the use of the Beta Service shall be formed when the Company sends a notice of acceptance to the Beta Application in the manner specified by the Company. The Beta Applicant shall apply for the Beta Services upon accepting the contents of the Terms of Use for Beta. The Beta Applicant shall be regarded to agree the Terms of Use for Beta when the Beta Applicant submits Beta Application.
- Notwithstanding the above, the provisions of Articles 7.3 to 7.6 of the Terms of Use shall apply
  mutatis mutandis to the application for and formation of the contract for the use of the Beta
  Service.

### Article 4 (Contents of Beta Service)

1. The Beta Service is a service under development and is provided to Contracting Parties under the conditions stipulated by the Company as an experimental service with the aim of releasing an

- official version of the service in the future. Use of the Beta Service requires the conclusion of the Agreement.
- 2. The functions and terms and conditions provided in the Beta Services shall be as set out on the function introduction page of the Beta Service.
- 3. The Company may change the specifications, service name, content, functions and design of the beta service without notice to the Contracting Parties. The Contracting Parties may not object to the Company's measures and the Company shall not be liable for any damage to the Contracting Parties caused by such measures.
- 4. Due to the nature of the Beta Service, the Beta Service is provided as a service that may contain bugs, defects, malfunctions or other problems such as symptoms of failure to operate properly. The Company makes no warranty of any kind, including reliability, usefulness, availability, usability, including accuracy, continuity, completeness and certainty, security, error-free, virus-free, quality satisfaction and fitness for a particular purpose of the Contracting Parties of the Beta Service, and shall not be liable to the Contracting Parties or any other third party for any damages suffered by the Contracting Parties or any other third party arising from or in connection with such. No liability is assumed for any damage suffered by the Contracting Parties or any other third party as a result of the foregoing.
- 5. The Contracting Parties' information created using the Beta Service, such as Contractor Content, may be deleted or changed in whole or in part without notice. The Company shall not be obliged to take over such information in the official service provided after the end of the operation of the Beta Service.
- 6. The Company is not obliged to repair the Beta Service or provide an updated version of the Beta Service to the Contracting Parties. However, the Company may, at its discretion, provide an updated version of the Beta Service to the Contracting Parties. The Company does not guarantee that such updates will maintain the functionality and performance of the Beta Service prior to such updates.
- 7. Inquiries from Contracting Parties regarding the Beta Service shall be made in the manner specified by the Company. However, the Company is not obliged to respond to such enquiries.

## Article 5 (Discontinuation of the Beta Service)

Notwithstanding the provisions of Article 15 of the Terms of Use, the Company reserves the right, at its discretion, to discontinue all or part of the Beta Service at any time without prior notice to the Contracting Parties, without obtaining the Contracting Parties' prior consent. In the event that the Beta Service is discontinued, the provisions of Article 15.3 of the Terms of Use shall apply mutatis mutandis.