

Terms and Conditions of Retreat Participation

This Agreement (hereinafter referred to as the "Agreement") governs the use of the Trauma-Sensitive Mindfulness intensive retreat (hereinafter referred to as the "Course") and all related services (hereinafter referred to as the "Services") provided by International Mindfulness Center Asia Pacific (Kuu Co., Ltd.) (hereinafter referred to as the "Company"). Acceptance of this Agreement is a prerequisite for participation in the Course.

Article 1 (Application)

1. This Agreement applies to all relations between the participant and the Company concerning the use of the Services. Participants shall comply with this Agreement in good faith and at their own responsibility when using the Services.

Article 2 (Notes on Using the Services)

By enrolling in the Course, participants acknowledge and accept the following:

1. The Course is a program offering Trauma-Sensitive Mindfulness retreat format, with details and schedules provided on the following website: <https://asia-pacific.mindfulness-japan.org/2024/07/03/tsm-jan2025-retreat/>
2. The Course is not a medical treatment or therapy, and no specific outcomes are guaranteed.
3. If currently receiving medical treatment, participants must obtain permission from their primary care physician before attending.
4. The Company assumes no liability for any deterioration in the participant's physical or mental condition during or after the Course.
5. The Company may consult medical institutions without the participant's consent if it deems necessary based on the participant's mental or physical condition.
6. The Company may consult relevant authorities without the participant's consent if it determines that the participant's actions violate the law.
7. Participation in the Course may lead to stressful experiences.
8. Participants may encounter painful memories or emotions during exercises.
9. Participants are responsible for managing their health during the Course.
10. Participation in the program shall be voluntary.
11. Based on the results of a preliminary interview, the Company may refuse enrollment without explaining the reasons.

Article 3 (Course Fees and Cancellation Policy)

1. Participants shall pay the course fee as determined by the Company. Details about the fee are provided on the specific course page on which the participant enrolls. Any bank transfer fees or other related costs are borne by the participant.

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The cancellation policy is as follows:

- a. by the end of July 2024: 50% cancel fee
 - b. after 1st of July 2024: 100% cancel fee
2. If a participant wishes to cancel, they must do so through one of the following methods:
 - a. Inquiry form on the website.
 - b. LINE.
 - c. Email.
3. The Company may refuse enrollment, including cases where the participant's health is of concern. If payment has already been made, the Company will refund the full amount minus any transaction fees. The Company is not obligated to explain the reasons for refusal, and participants cannot claim damages for being unable to attend.
4. No refunds will be made if participants cannot attend the Course, are late, or are absent, regardless of the reason.

Article 4 (Handling of Intellectual Property)

1. All information provided under this Agreement, as well as the names and logos of the Company and its affiliated network, are owned by the Company or the entity that provided or licensed the information to the Company. This Agreement does not transfer or license any intellectual property rights to the participant.
2. If a dispute arises between a participant and a third party due to a violation of the provisions of the preceding paragraph, the participant shall resolve the issue at their own expense and responsibility and shall not cause any inconvenience or damage to the Company.

Article 5 (Confidentiality)

1. The participant shall not disclose or leak any information obtained under this Agreement or in connection with the use of the Services to any third party, except for the information specified in the following items, and shall not use such information for any purpose other than the purposes of this Agreement and the Services.
 - (1) Information that was already publicly known at the time of acquisition.
 - (2) Information that the participant already legally possessed without any obligation of confidentiality at the time of acquisition.
 - (3) Information that became publicly known after acquisition without any fault of the participant.
 - (4) Information that the participant developed independently without using the acquired information.
2. Notwithstanding the provisions of the preceding paragraph, the participant may disclose confidential information to a third party only in the following cases:
 - (1) With the prior written consent of the Company.
 - (2) When the participant is legally obligated to disclose the information, and the disclosure is limited to the extent necessary to fulfill that obligation.

3. Even after the completion of the Course or for any other reason the contract with the Company has ended, the participant shall continue to be obligated to prevent the leakage, disclosure, and unauthorized use of confidential information based on this clause.

Article 6 (Prohibited Acts)

1. Participants shall not engage in the following acts when using the Services:
 - (1) Acts that violate laws or public order and morals.
 - (2) Acts related to criminal activities.
 - (3) Recording acts such as filming, audio recording, and screen capturing during the Course, preliminary interviews, or other services.
 - (4) Acts that infringe on the Company's intellectual property rights.
 - (5) Acts of selling, redistributing, or commercially using information obtained through the Services.
 - (6) Acts that may interfere with the operation of the services of the Company and its affiliated network.
 - (7) Acts that cause disadvantage, damage, or discomfort to other participants or third parties.
 - (8) Unauthorized advertising, promotion, solicitation, or business activities towards the Company, its employees, or other participants.
 - (9) Any other acts deemed inappropriate by the Company.

Article 7 (Completion Requirements)

1. A certificate of completion will be issued if the following conditions are met:
 - a. Attendance for all five days.
2. The certificate of completion is proof of attendance to the Course and does not certify the participant's ability to offer the Course or a similar course to third parties.

Article 8 (Disclaimer and Limitation of Liability)

1. The Company does not explicitly or implicitly guarantee that the Services are free from factual or legal defects (including defects related to safety, reliability, accuracy, completeness, effectiveness, suitability for a specific purpose, security, errors, bugs, infringement of rights, etc.).
2. Except in cases of intentional or gross negligence by the Company, the Company shall not be liable for any damages incurred by the participant due to the Course. However, if the contract between the Company and the participant regarding the Course (including this Agreement) is a consumer contract as defined by the Consumer Contract Act, this exemption clause shall not apply.
3. Even in the cases mentioned in the proviso of the preceding paragraph, the Company shall not be liable for any special damages incurred by the participant due to the Company's negligence (excluding gross negligence), even if the Company or the

participant foresaw or could have foreseen the occurrence of such damages. Furthermore, compensation for damages incurred by the participant due to the Company's negligence (excluding gross negligence) shall be limited to the amount of the participation fee received by the Company from the participant.

4. The Company shall not be responsible for any transactions, communications, or disputes that arise between the participant and other participants or third parties in connection with the Services.

Article 9 (Refusal of Attendance)

1. In any of the following cases, regardless of whether it is before or after the start of attendance, our company may refuse attendance. In this case, our company is not obligated to explain the reason for the refusal to the attendee, and the attendee cannot request a refund or reduction of the fee.
 - (1) In case of violation of any provision of these terms and conditions.
 - (2) If the attendee information submitted in advance contains content contrary to the facts.
 - (3) If you impersonate a third party and register as a member.
 - (4) If there is a breach of payment obligations.
 - (5) If there is no response to our communication for a certain period.
 - (6) If you act in a way that causes inconvenience, disadvantage, or damage to other attendees, third parties, or our company, or if there is a risk of such actions.
 - (7) In other cases where our company deems it inappropriate as an attendee.
2. Our company shall not be liable for any damages incurred by the attendee due to the actions taken by our company based on the preceding paragraph.

Article 10 (Temporary Interruption of the Service)

1. If some classes within the course cannot be provided due to our company's circumstances, our company will set a substitute date or provide individual follow-up, and the attendee shall accept this.
2. As long as the substitute date setting or follow-up mentioned in the preceding paragraph is implemented, attendees cannot refuse to participate in the course, request a refund or reduction of the fee, or claim compensation for damages on the grounds that the course was not held as originally scheduled.

Article 11 (Communication)

1. The course will be conducted face-to-face or online as announced separately. In conducting the course, attendees agree to the following:
 - (1) If the course is conducted online, when using the web conferencing system designated by our company, comply with the terms and guidelines of the system.

- (2) Downloading, installing, setting up, using, and other preparations required to attend the course using the web conferencing system mentioned in the preceding item shall be done at the attendee's own responsibility and expense.
- (3) If the course is conducted face-to-face, transportation expenses, accommodation expenses, and other expenses required to attend the course shall be borne by the attendee.
- (4) Take appropriate measures against infectious diseases, prevention of spread, and other measures when attending the course.
- (5) Except in cases attributable to our company, no refund or reduction of fees will be made for changes in the course's start time, delays, attendee absences, tardiness, or early departures.

Article 12 (Prohibition of Transfer of Rights)

1. Attendees shall not transfer all or part of their rights or obligations under these terms and conditions to others without the prior written consent of our company.

Article 13 (Protection of Personal Information and Privacy)

1. Regarding the personal information of attendees that our company has come to know in connection with the use of this service, our company shall handle it appropriately based on the "Privacy Policy" separately posted on this website.

Article 14 (Exclusion of Anti-Social Forces)

2. Both our company and the attendee represent and warrant that neither our company nor the attendee, nor the representative, officer, or person who substantially controls the management of our company or the attendee, is currently a gangster, a member of a gangster group, a person who has not been a member of a gangster group for less than 5 years, a quasi-member of a gangster group, a gangster-related company, a general assembly shop, etc., a social movement, etc., a flag-bearer, or a special intelligence violent group, etc., or any other person equivalent to any of the foregoing (hereinafter referred to as "gangster, etc."). They also represent and warrant that they do not fall under any of the following items:
 - (1) Having a relationship that is recognized as being controlled by a gangster, etc.
 - (2) Having a relationship that is recognized as being substantially involved in management by a gangster, etc.
 - (3) Using a gangster, etc., for the purpose of seeking one's own, one's company's, or a third party's unjust profit or causing damage to a third party, or having a relationship that is recognized as using a gangster, etc., unjustly.
 - (4) Having a relationship that is recognized as being involved in providing funds, etc., to a gangster, etc., or providing convenience.
 - (5) Having a relationship that is socially reprehensible with a gangster, etc., by an officer or a person who is substantially involved in management.

3. Neither our company nor the attendee shall, by themselves or through the use of a third party, commit any of the acts listed in any of the following items:
 - (1) Violent demands.
 - (2) Unjust demands beyond legal responsibility.
 - (3) Threatening behavior or use of violence in transactions.
 - (4) Spreading rumors, using fraudulent means, or using force to discredit the other party or interfere with the other party's business.
 - (5) Any other act equivalent to any of the foregoing items.
4. If either our company or the attendee has reasonable grounds to suspect that the other party has violated any of the items in paragraph 1, the party may investigate whether the other party has committed such a violation, and the other party shall cooperate in such an investigation. In addition, if either our company or the attendee finds that they have violated any of the items in paragraph 1 or there is a risk of such a violation, they shall immediately notify the other party.
5. If either our company or the attendee violates any of the items in the preceding three paragraphs, the other party may immediately terminate all or part of this basic contract and individual contract without any notice or demand.
6. Neither our company nor the attendee shall have any obligation or liability for any damages incurred by the party whose basic contract or individual contract has been terminated pursuant to the provisions of the preceding paragraph.
7. The party that terminated the basic contract or individual contract pursuant to the provisions of paragraph 4 may claim compensation for damages from the other party.

Article 15 (Revision of these Terms)

1. Without obtaining prior consent from the participants, our company can revise these terms if it is in the general interest of the participants, or if the revision is rational and does not go against the purpose of the contract.
2. When revising these terms, our company will notify the participants of the intention to revise, the content of the revised terms, and the effective date of the revision, by methods such as email, announcement on our website, or other reasonable methods, before the effective date set by our company.
3. Notwithstanding the previous paragraph, if laws and regulations require the consent of the participants for the revision of these terms, our company will obtain individual consent from the participants.

Article 16 (Notification or Contact)

1. Notifications or contacts between the participants and our company shall be made in the manner specified by our company. Participants must always notify our company of the latest contact information. Our company, unless there is a change notification from the participants in the manner separately specified by our company, will consider the currently registered contact information as valid and will send notifications or contacts

to that contact information, which will be considered to have reached the participants at the time of dispatch.

Article 17 (Governing Law and Language)

1. These terms are interpreted and applied based on Japanese law. Even if a translation of these terms is posted on our website, the official text of these terms is in Japanese, and the translation cannot be used for the interpretation of these terms.

Article 18 (Dispute Resolution)

1. For all disputes related to this contract, the Nagasaki District Court will be the exclusive jurisdictional court of the first instance.