E-Learning System Terms of Use (For Parents/Guardians)

The parent/guardian ("**you**") of the child who uses this e-Learning system ("**the E-Learning System**") must read and agree to the following terms of use before letting the child use it. By letting your child use the E-Learning System, you are deemed to have understood and consented to these terms of use.

1. About the E-Learning System

- The E-Learning System was developed by Kumon Institute of Education Co., Ltd. ("**KIE**") for enabling students to study Kumon Worksheets using a tablet device.
- You will be provided a login ID and password to login to the E-Learning System. Once logged in, your child will be able to study worksheets selected by the Instructor through your tablet device.

2. Use of the E-Learning System

- You and your child must follow any manuals or guidelines provided by the Instructor when using the E-Learning System.
- You will be notified by your Instructor of the minimum requirements of the E-Learning System. You are responsible for arranging your own tablet device and stylus that meet such minimum requirements. Please understand that you may be unable to use the E-Learning System or the E-Learning System may not function correctly if you use a tablet device that does not meet the requirements.
- You are responsible for any network fees or other charges required for using the E-Learning System.
- An internet connection is required to use the E-Learning System. In the event the tablet is disconnected from the internet during study, any answers to Kumon worksheets yet to be submitted may be lost.
- You are solely responsible for maintaining the confidentiality of the login ID and password and for all activities that occur under the account. You must immediately notify your Instructor if you believe there may have been any unauthorized use of the account.

3. Prohibited Activities

The following activities are prohibited:

- Disclosing the login ID/password to a third party or allowing a third party to access the E-Learning System
- Modifying, reverse engineering or otherwise attempting to gain access to the source code of the E-Learning System
- Copying (including by taking photographs, videos or screenshots), modifying, or transmitting/distributing the Kumon worksheets, materials and all other content accessible through the E-Learning System
- Using the E-Learning System in a way that abuses, interferes with, or disrupts the provision of the E-Learning System or is unrelated to your child's learning
- Transmitting through the E-Learning System any material that may infringe the intellectual property or other rights of third parties

4. Licenses

- You and your child grant KIE and its local and global affiliates and licensees (together with KIE, the "Kumon Group") and your Instructor a worldwide, non-exclusive license to reproduce, transmit, distribute, store or otherwise use any data input into the E-Learning System (including text, handwriting, images, audio recordings and video recordings) for all purposes related to providing and/or improving the Kumon learning program, the E-Learning System and any other purposes set forth in Section 6 below.
- The E-Learning System, the Kumon worksheets and materials and all other content accessible through the E-Learning System (collectively, the "Content") are owned by KIE or third parties that have licensed such intellectual property to KIE.
- You and your child are only able to use the E-Learning System and the Content during the period that tablet-based learning is provided to your child. For example, if your child is no longer a student at the Kumon study center, you and your child will no longer be able to access the E-Learning System and the Content.

5. No Warranties

- We make no representation or warranty regarding the suitability, functionality or fitness of the E-Learning System for a particular use or purpose, or that the use of the E-Learning System will be secure, uninterrupted or error free.
- We shall not be liable for any defect in the E-Learning System, the temporary suspension or discontinuation of the provision of the E-Learning System or any loss incurred as a result thereof.
- Changes may be made to the E-Learning System at any time without notice.

6. Collection of Data

- <u>Collected Data and Purposes of Use</u>: Various information collected through your child's use of the E-Learning System (including your child's name, age, school grade, study center name, handwritten answers, worksheets studied, study time, study results and login device details) may be collected by and shared between KIE, your Instructor and other companies in the Kumon Group for the following purposes:
 - Providing and improving the Kumon learning program, the Kumon worksheets and the E-Learning System
 - Generating statistical and/or non-personally identifiable information for various uses
 - Detecting, diagnosing and preventing problems or misuse of the E-Learning System

Any other purposes you have been notified of at the time of or during enrolment in the Kumon learning program
<u>Third Party Contractors</u>: KIE may use contractors to process the data collected through the E-Learning System for the above purposes. KIE will ensure that those contractors only process the data on its express instructions.

- <u>Retention Period</u>: Any personal data that is collected through the E-Learning System will not be kept any longer than is necessary for the above purposes.
- <u>Cross Border Transfers</u>: The data collected with the E-Learning System will be transferred to and stored in Japan where KIE is located, and may be transferred to other countries where the Kumon group operates. The laws of these countries may not ensure the same level of data protection as your country, but KIE will take measures to ensure any personal data we collect through the E-Learning System is handled in accordance with the laws of your country. For more information about KIE and the countries where the Kumon group operates, see KIE's corporate website: www.kumongroup.com/eng/about/index.html
- If you would like to ask a question, withdraw consent, ensure your personal data remains correct and up to date, or make a complaint, please contact us using the contacting information below. At your discretion, you can also lodge a claim to the relevant data protection authority or court of competent jurisdiction.

Contact Information for Questions, Complaints or Withdrawing Consent

Company Name: Kumon Europe & Africa Limited

Address: 4th Floor West, Ealing Cross 85 Uxbridge Road, Ealing London W5 5TH

Phone Number: 0208449010 E-mail Address: data.protection@kumon.co.uk

7. Updates to the Terms of Use

These terms of use may be updated from time to time, by displaying the updated Terms and effective date in the E-Learning System. Your or your child's continued use of the E-Learning System after the effective date shall constitute your acceptance of the updated terms of use.

I am the parent/guardian of the child who will be using the E-Learning System and I agree to these terms of use.