

International Interface Co., Ltd. Terms of Use of Interpretation Services

Article 1. Purpose

The “International Interface Co., Ltd. Terms of Use of Interpretation Services” (hereinafter referred to as the “Terms”) clarifies matters pertaining to rights and obligations in cases where International Interface Co., Ltd. (hereinafter referred to as the “Company”), which is the contractor, provides interpretation services (interpretation and services incidental thereto provided by the Company; hereinafter referred to as the “Services”) in response to requests made by the contractee (hereinafter referred to as the “Customer”).

Article 2. Definitions

An “individual agreement” refers to an agreement that sets out conditions and specifications of the services provided based on individual orders received from the Customer. If the Terms conflict with or are inconsistent with an individual agreement, the individual agreement shall take preference over the Terms to the extent of such conflict or inconsistency.

Article 3. Nature of the Services

1. Given the fact that the Services are provided mainly in voice through an interpreter, the Customer shall understand and accept all of the following items.
 - (1) The content of the words given in the original language that is subject to interpretation cannot be completely understood and cannot be interpreted into words with exactly the same meanings;
 - (2) Decisions regarding the content of the interpretation shall be made by the Customer on its own responsibility;
 - (3) Due to the limited number of interpreters for each language, if an interpreter who can handle the language in demand is not available, the Services cannot be provided;
 - (4) When the words subject to interpretation include medical terms or other specialized contents, the interpreter may be unable to understand some terms, contents, etc., and therefore, be unable to interpret the words; and
 - (5) In addition to what is provided for in the preceding items, there may be other cases in which the Services cannot be provided according to the situation.
2. The Customer shall understand and accept all of the following items regarding the Services.
 - (1) Interpretation is not always provided by the same interpreter.
 - (2) It is not possible to request a specific interpreter.
 - (3) The Company is allowed to change the interpreter at its discretion, and shall not assume any responsibility for the quality of the Services after such change.

Article 4. Interpretation Staff Structure

The number of interpreters shall be decided by the Company upon consultation with the Customer, taking into consideration the conditions, such as the interpretation form and service details.

Article 5. Conclusion of Individual Agreements

1. After sending an estimate request to the Company by an electronic or magnetic means (electronic mail, etc.), the Customer shall, upon confirming estimates (not limited to estimates in electronic files but including those in the main text of electronic mail, etc.) sent by the Company to the Customer, apply for the Services by an electronic or magnetic means (electronic mail, etc.) to the Company.
2. Upon applying for the Services, the Customer shall confirm all contents of the Terms. When an application has been made for the Services, the Company deems that the Customer has given consent to the Terms.
3. When the Company conveys its intention to accept the Customer's application by an electronic or magnetic means (electronic mail, etc.) to the Customer, it is deemed that an individual agreement pursuant to the Terms has been concluded.
4. The Company may refuse to accept an application for the Services if any of the grounds listed in the following items applies to the Customer.
 - (1) If the Customer is clearly expected to violate the Terms when using the Services;
 - (2) If a delay is actually occurring, or has occurred in the past, in the Customer's performance of debts (not limited to those regarding the Services) payable to the Company;
 - (3) If the Customer reports a false fact to the Company when applying for the Services;
 - (4) If the Customer falls under an antisocial force, etc., prescribed in Article 17;
 - (5) If it is impossible to verify the identity of the Customer;
 - (6) If the contents of the Customer's request are likely to violate the public policy; or
 - (7) In addition to the cases provided for in the preceding items, if the Company's operations are interfered with or are likely to be interfered with.

Article 6. Changes after Conclusion of Agreement

If there has been any change to the date when or the place where interpretation services are to be offered or other matters after the conclusion of individual agreements, the Customer and the Company shall, upon consultations, change the terms and conditions, including the rates.

Article 7. Cancellation after Conclusion of Agreement

In the case of cancellation after the conclusion of an individual agreement for reasons attributable to

the Customer, cancellation provisions provided for in the individual agreement shall be applied.

Article 8. Payment of Consideration

The Customer shall pay consideration under the individual agreement to the Company within 30 days from the date on which interpretation services were provided.

Article 9. Consideration and Other Expenses

1. The Customer shall pay the rates covering the time from when the interpreters are assembled to when they are dismissed (hereinafter referred to as “Portal-to-Portal Hours”).
2. The Customer shall pay additional rates when it falls under either of the cases referred to in the following items.
 - (1) If the Portal-to-Portal Hours include late night and early morning hours stipulated in the individual agreement; or
 - (2) If the Portal-to-Portal Hours exceed the hours described in the estimate.
3. The Customer shall pay portal-to-portal rates for the interpreter when it falls under any of the cases referred to in the following items and the Company deems it to be necessary.
 - (1) If traveling from where the interpreter is located to where the interpretation service is provided requires a reasonable length of time;
 - (2) If a meeting is held on a date other than the day on which the interpretation service is provided; or
 - (3) If the interpretation service involves the interpreter’s staying overnight (including spending one night ahead and one night after the date(s) on which the interpretation service is provided).
4. The Customer shall pay actual expenses incurred for conducting the Services, including the traveling, accommodation and dining expenses of the interpreter.

Article 10. Secondary Use of Interpretation Voice

Secondary use of the interpretation voice provided by the Services (including media reports and the use of live online video streaming, etc., on the Internet) shall be strictly prohibited, unless prior permission is given by the Company.

Article 11. Prohibitions

1. If the Customer or the person with whom the Customer is having a dialogue falls, or is deemed by the Company or the interpreter to be likely to fall, under any of the following items, the Company or the interpreter shall be allowed to terminate provision of the Services and all future services, without acceptance of the Customer or the person with whom the Customer is having

a dialogue.

- (1) If he/she commits acts in violation of the public policy, such as behavior or statement including contents of obscenity or indecency, discrimination or violence;
 - (2) If he/she commits an illegal act or crime or any act that facilitates these acts;
 - (3) If he/she commits an act that has a serious impact on the rights or obligations of other persons;
 - (4) If he/she commits an act that damages the body or properties of other persons by defaming them through intimidation and slander;
 - (5) If it is deemed impossible to have a normal conversation for reasons such as intoxication or an excited state;
 - (6) If the interpreter is bound for more hours than necessary for reasons such as long hours of use of services;
 - (7) If the contents of the interpretation violate or are limited by laws and regulations, etc.; or
 - (8) In addition to the cases provided for in the preceding items, if the Company or the interpreter deems it inappropriate to provide services.
2. The Customer must not commit any act that falls, or is likely to fall, under either of the following items against the interpreter.
 - (1) To convey to the interpreter or request the interpreter of any of the contents referred to in Item 1 through Item 4 of the preceding paragraph; or
 - (2) Attempts to obtain personal information of the interpreter or other information similar thereto.
3. If the Customer causes damages to the Company by committing the prohibitions prescribed in Paragraph 1 and Paragraph 2 of this article, the Company shall be allowed to request the Customer to compensate for such damages.

Article 12. Duty of Confidentiality

1. In the Terms, confidential information refers to information related to provision of services which the Customer has disclosed to the Company (hereinafter referred to as “Confidential Information”); provided, however, excluding information that falls under any of the following items.
 - (1) Information already held without assuming a duty of confidentiality;
 - (2) Information duly obtained from a third party without assuming a duty of confidentiality;
 - (3) Information independently developed regardless of the information disclosed by the other party;
 - (4) Information that had already been publicly known when it was disclosed; or
 - (5) Information that has become publicly known without violating the Terms.

2. The Company shall strictly manage all Confidential Information as secrets, and must not disclose or divulge them to a third party, unless necessary for provision of services. The Company shall also supervise the business contractor in the same manner.

Article 13. Compensation for Damages

1. If damages are caused to the Customer in connection with the Services and such damages are obviously attributable to the Company, or if damages are caused to a third party and the Customer bears the cost of such damages based on reasonable grounds, the Company shall compensate for such damages up to the amount of consideration under the individual agreement that caused the damages.
2. In addition to the cases prescribed in the preceding paragraph, the Company, upon providing the Services, shall not assume any responsibility for discontinuation, delay, opportunity loss of business operations and others incurred by the Customer or a third party.

Article 14. Disclaimer

In case any damage is caused to the Customer, the person with whom the Customer is having a dialogue and other third parties due to the contents of the interpretation services provided by the interpreter, the Company shall not assume any responsibility for such damage.

Article 15. Cancellation of Individual Agreements

1. If the Customer falls under either of the following items and does not rectify the situation even after a reasonable grace period is established and a demand is made, the Company shall be allowed to cancel the individual agreement.
 - (1) If payments of rates for the Services or other money payable to the Company are not made by the Customer; or
 - (2) If the Customer falls under any of the prohibitions referred to in each item of Article 11.
2. In addition to the provisions of the preceding paragraph, if the Customer falls under any of the following items, the Company shall be allowed to immediately cancel the individual agreement, in part or in whole, without requirement of any demand.
 - (1) If a negotiable instrument or check, etc., are dishonored or the Customer receives a disposition to suspend transactions with financial institutions;
 - (2) If the Customer receives dispositions, such as rescission of business license, provisional disposition and compulsory execution, made by supervisory administrative authorities;
 - (3) If the Customer receives dispositions, such as provisional seizure, provisional disposition and compulsory execution, made by third parties;
 - (4) If the Customer receives or makes an allegation for bankruptcy, special liquidation, civil

- rehabilitation or corporate reorganization procedures;
- (5) If the Customer resolves to dissolve or merge with another company;
 - (6) In addition to the cases referred to in the preceding items, if business conditions are found to be deteriorated; or
 - (7) In addition to the cases provided for in Article 17, if the Company decides that the Customer is likely to violate the same article.
3. If any of the grounds referred to in each item of the preceding two paragraphs arises, debts of the Customer shall be accelerated and become immediately due and payable, without requirement of any notice or demand of the Company, and the Customer shall immediately pay cash in a lump sum for all of the remaining debts to the Company, or make compensation to the Company for the damages caused to the Company.

Article 16. Force Majeure

The Company shall not assume any responsibility for non-performance or delay of performance of individual agreements due to natural disasters (including earthquakes, tidal waves, floods, typhoons, tornadoes and conflagration, but not limited thereto), wars and disturbances, terrorism, infectious diseases, strikes, administrative actions, revision of laws and regulations and other grounds beyond the control of the Company (including those related to telecommunication lines, such as the Internet).

Article 17. Elimination of Antisocial Forces

1. The Customer pledges that the Customer, the officers (meaning persons substantially involved in management and business, regardless of the name of positions) or business pursuers of the Customer or mediators of the individual agreement do not fall under any of the following items.
 - (1) Being organized crime groups, organized crime group members, persons who have left organized crime groups and have not yet passed five years from the date on which they left the group, associate members of organized crime groups, companies or organizations related to organized crime groups, “*sokaiya*” racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns and political activities, crime groups specialized in intellectual crimes or other antisocial forces equivalent thereto (hereinafter collectively referred to as “Antisocial Forces”);
 - (2) Antisocial Forces have a predominant influence upon business activities of the Customer through capital contributions, loans, transactions and other relationships;
 - (3) Having a relationship in which it is deemed that Antisocial Forces are substantially involved in business management of the Customer;
 - (4) Having a relationship in which it is deemed that Antisocial Forces are wrongfully used for

- purposes such as gaining unlawful profit for himself/herself, his/her own company or third parties or inflicting harm on a third party;
- (5) Having a relationship in which it is deemed that Antisocial Forces are provided with funds, etc., or benefits; or
 - (6) Having a relationship to be socially condemned with Antisocial Forces.
- 2. The Customer pledges that performance of the individual agreement does not benefit the operation of Antisocial Forces nor does it encourage their activities.
 - 3. The Customer does not carry out any matter that falls under the following items.
 - (1) Having a relationship with Antisocial Forces to use them, provide them with funds and benefits or get involved in investments, etc., in them; and
 - (2) Carrying out any of the following acts using the Customer, business pursuers or third parties.
 - a. Using fraudulent means, violent acts or threatening language;
 - b. Conveying to the effect that, in contrary to the facts, they themselves are Antisocial Forces, or organizations or persons related to them are Antisocial Forces;
 - c. Acts that damage, or are likely to damage, the reputation, credibility, etc., of the Company; or
 - d. Acts that obstruct, or are likely to obstruct, business operations of the Company.
 - 4. If the Customer violates the provisions of this article, the Company shall be allowed to cancel the individual agreement, without requirement of any procedure such as a demand. In such case, the Company shall not assume obligations to pay money or provide other economic benefits to the Customer, regardless of the reason therefor.

Article 18. Amendments to Terms

- 1. The Company shall amend the Terms if necessary, and shall make the timing of entry into effect and details of the amendments known to the public through means such as the Internet.
- 2. Details and conditions of the agreement between the Company and the Customer shall conform to the new terms after amendments.

Article 19. Severability

If any of the provisions of the Terms is judged to be invalid, illegal or unenforceable, regardless of the reason therefor, the effectiveness, legality or enforceability of the remaining provisions of the Terms shall not be affected. The provisions judged to be invalid, illegal or unenforceable shall remain in effect to the fullest extent permitted by laws and regulations.

Article 20. Consultations

Any matters not addressed in the Terms, or any doubt or uncertainty with respect to the Terms, shall be established or resolved through consultation between the Customer and the Company.

Article 21. Governing Law and Court with Jurisdiction

1. The laws of Japan shall be the governing law with respect to the conclusion, effect, interpretation of individual agreements and acquisition and loss of rights under individual agreements.
2. If a dispute arises in connection with individual agreements, the Tokyo District Court shall have agreed exclusive jurisdiction of the first instance for such dispute.

End

Last updated on July 6, 2020