

WheretostayinJapan.com

Terms and conditions for online customers

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply our services to you, as may be amended from time to time. These terms and conditions apply to all our services made available online, through any mobile device, by email, fax, text or by telephone. These terms tell you who we are, how we will provide our service to you, how you and we may change or end the contract, what to do if there is a problem and other important information
- 1.2 By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "website") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below. We therefore advise that you read these terms carefully before you submit or make your booking with us.

2. DEFINITIONS

- 2.1 "WheretostayinJapan.com", "us", "we" or "our" means [WheretostayinJapan Limited].
- 2.2 "Platform" means the (mobile) website and app on which the Service is made available owned, controlled, managed, maintained and/or hosted by WheretostayinJapan.com.
- 2.3 "Service" means the online reservation service (including the facilitation of payments) of various products and services as from time to time made available by Suppliers on the Platform.
- 2.4 "Supplier" means the provider of accommodation (e.g. hotel, motel, apartment, bed & breakfast), and any other travel or related product or service as from time to time available for reservation on the Platform.

3. INFORMATION ABOUT US AND COMMUNICATIONS

- 3.1 We are WheretostayinJapan.com, a company registered in England and Wales. Our company registration number is 9682182 and our registered office is at 2 Crozier Drive, Selsdon, Surrey, CR2 8DX England.
- 3.2 You can contact us by telephoning our customer service team at 44 208 651 2595 or by email to us at enquiries@wheretostayinJapan.com or by post at WheretostayinJapan Limited, 2 Crozier Drive, Selsdon, Surrey CR2 8DX UK.

- 3.3 If we have to contact you we will do so by telephone at the telephone number you provided to us in your booking, or by text at the telephone number you provided to us in your booking or by writing to you at the email address or postal address you provided to us in your booking.
- 3.4 WheretostayinJapan.com disclaims any liability or responsibility for any communication with the Supplier on or through its platform. You cannot derive any rights from any request to, or communication with the Supplier or (any form of) acknowledgement of receipt of any communication or request. Booking.com cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Supplier.
- 3.5 In order duly to complete and secure your reservation, we need to use your correct email address, phone number and relevant credit card details. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong phone number or credit card number.
- 3.6 Any claim or complaint against WheretostayinJapan.com or in respect of the Service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the service (e.g. check out date), this time being measured as UTC time. Any claim or complaint that is submitted after the 30-day period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.
- 3.7 Due to the continuous update and adjustments of rates and availability, we strongly suggest you take screenshots when making a reservation to support your position (if needed).

4. SCOPE OF OUR SERVICE

- 4.1 Through the Platform, we provide an online platform through which Suppliers can advertise their accommodation for reservation, and through which visitors of the Platform can make such reservations (i.e. the reservation service).
- 4.2 After making a reservation through WhertostayinJapan.com, you will, depending on the conditions of the Supplier, EITHER
- (a) Supply us, through our secure credit card service provider, with your valid credit card details which we will hold as a guarantee until such time as they are no longer required by us, and agree to pay to the Supplier at some time between your arrival at the accommodation and your departure, the time be determined by the Supplier, the full cost of your booking.

OR

- (b) Supply us, through our secure credit card service provider, with your valid credit card details and agree to us taking a deposit from your credit card account at a point in time before your arrival at the accommodation but after you make a reservation as indicated on our website. Further, you agree to pay to the Supplier at some time between your arrival at the accommodation and your departure, the time be determined by the Supplier, the remaining cost of your booking.

OR

- (c) Pay a deposit using our secure credit card service provider, and agree to pay to the Supplier at some time between your arrival at the accommodation and your departure, the time to be determined by the Supplier, the remaining cost of your booking.

OR

- (d) Pay a deposit using our secure credit card service provider, and agree to us taking the balance of the accommodation cost from your credit card account at a point in time before your arrival at the accommodation as indicated on our website. In this case, no further payment will be required from you when you arrive at the accommodation.

OR

- (e) Pay in full using our secure credit card service provider in which case no further payment will be required from you when you arrive at the accommodation.

OR

- (f) Pay a discounted amount, representing the full cost of the accommodation, using our secure credit card service provider. You will agree that this discounted amount is non-refundable if you later cancel or fail to arrive at the accommodation.

4.3 From the point at which you make your reservation,

- (a) a binding contract between you and the Supplier comes into existence effective from the time the reservation was made, and
- (b) we act solely as an intermediary between you and the Supplier, transmitting the details of your reservation to the relevant Supplier(s) and sending you confirmation details for and on behalf of the Supplier.

4.4 We will assign a booking reference number when we accept your booking. It will help us if you can tell us the booking reference number whenever you contact us about your booking.

4.5 When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of any Supplier made available.

4.6 Our Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor, display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.

5. ELIGIBILITY

- 5.1 The Service is intended solely for persons who are aged 18 or older. Any access to the Service by anyone under 18 is expressly prohibited. By accessing or using the Service you represent and warrant that you are 18 or older.

6. PRICES AND PAYMENT

- 6.1 All prices on the Platform are in Japanese yen. The payment you make at any time, if in other currencies, will depend on the exchange rate prevailing at the time. Indicative prices in various currencies are shown on the Platform but these are not necessarily the amount that you will actually pay.
- 6.2 The prices on the Platform are liable to change at any time, but changes will not affect bookings already accepted. Despite our best efforts, some of the accommodation listed on the website may be incorrectly priced. We expressly reserve the right to correct any pricing errors on our website and/or pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty. We are under no obligation to provide our Services to you at an incorrect (lower) price, even after you have been sent confirmation of your booking.
- 6.3 All room prices are per room for your entire stay and all prices are displayed including VAT/sales tax and all other taxes (subject to change of such taxes), unless stated differently on our Platform or the confirmation email. Applicable fees and taxes (including tourist/city tax) may be charged by the Supplier in the event of a no-show or cancellation fee.
- 6.4 We facilitate (through third-party payment processors) the payment of the relevant service (i.e. the payment facilitation service) for and on behalf of the Supplier. At the point of reservation you will be required to provide your credit card details to us and possibly provide a payment in line with the requirements of the Supplier according to paragraph 4.2 of these terms and conditions.
- 6.5 Any payment facilitated by us for and on behalf of, and transferred to the Supplier will in each case constitute a payment of (part of) the booking price by you of the relevant service in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies except as detailed in the cancellation terms and conditions of the Supplier.
- 6.6 For certain (non-refundable) rates or special offers, please note that Suppliers may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the reservation. Please check the (reservation) details of your service of choice thoroughly for any such conditions prior to making your reservation. You will not hold us liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Supplier and not (re)claim any amount for any valid or authorized charge by the Supplier (including for pre-paid rates, no-show and chargeable cancellation) of your credit card.

6.7 In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). In the event that your credit card company or bank charges the deductible from you because of unauthorised transactions resulting from a reservation made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency). In order to indemnify you, please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email. Please state 'credit card fraud' in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using our secure server and the unauthorised use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

7. PRE-PAYMENT, CANCELLATION, NO-SHOW AND FINE PRINT

7.1 By making a reservation with a Supplier, you accept and agree to the relevant cancellation and no-show policy of that Supplier, and to any additional terms and conditions of the Supplier that may apply to your visit or stay (including the fine print of the Supplier made available on our Platform and the relevant house rules of the Supplier), including for services rendered by the accommodation provider.

7.2 The general cancellation and no-show policy of each Supplier is made available on our Platform on the Supplier information pages, during the reservation procedure and in the confirmation email. Your confirmation email will contain the specific cancellation terms and conditions that apply to your booking.

7.3 Please note that certain rates or special offers are not eligible for cancellation or change. Applicable city/tourist tax may still be charged by the Supplier in the event of a no-show or charged cancellation. Please check the (reservation) details of your service of choice thoroughly for any such conditions prior to making your reservation. Please note that a reservation which requires down payment or prepayment (wholly or partly) may be cancelled (without a prior notice of default or warning) insofar as the relevant (remaining) amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy of the Supplier and the reservation. Cancellation and prepayment policies may vary according to room type.

7.4 Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Supplier agrees or allows otherwise under its (pre)payment and cancellation policy.

7.5 If you wish to review, adjust or cancel your reservation, please refer to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the Supplier's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the

cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make sure that funds are available in your credit card account for further payments to be made on time as may be required for the relevant reservation.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 We will use the personal information you provide to us:

- (a) to supply the Service to you;
- (b) to process your payment for the Service; and
- (c) if you agreed to this during the Service process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

8.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

9. DISCLAIMER

9.1 Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

9.2 However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Platform and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Supplier as made available on our Platform, (iii) the services rendered by the Supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Supplier or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

- 9.3 Whether or not the Supplier has charged you for your room, product or service, or if we are facilitating the payment of the (room/reservation) price, you agree and acknowledge that the Supplier is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the (room/reservation) price to the relevant tax authorities. We are not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the (room/reservation) price to the relevant tax authorities.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Unless stated otherwise, the software required for our services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by WheretostayinJapan.com, its suppliers or providers.
- 10.2 We exclusively retain ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper/deep) link to, publish, promote, market, integrate, utilise, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to us. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

11. MISCELLANEOUS

- 11.1 To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with English law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in England.
- 11.2 If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.