Terms of Use for Tokyo Mountain Tours

Last Update: November 11, 2024

Good Life Tama Co., Ltd. (hereinafter referred to as the "Company") has set the following terms of use for Tokyo Mountain Tours (https://tokyomountain-tours.jp/) services (hereinafter referred to as the "Terms").

When a customer uses the service of Tokyo Mountain Tours, the customer is considered to have agreed to the Terms. When using the service, the customer will be required to first read the Terms and refer to the latest content because the Terms are subject to change as needed.

- * For treatment of personal information, please read the "Privacy Policy."
- * The tours are planned and offered by the Company, or conducted with the Company acting as an agent or intermediary. Respective customers who wish to participate in the tour will be required to conclude the Contract of Subscription Type Organized Tour or Arranged Tour with the Company. When subscribing to the tour on this site, the customer will be required to read the Terms and also "General Conditions of Travel Agency Business" and "Tour Terms and Conditions."
- * When using Experience Review, the customer will also be required to read the "<u>Terms of Use of Experience Review"</u> in conjunction with the Terms.

Article 1. Purpose of the Terms

The Terms apply to users of the service on the Tokyo Mountain Tours site, a travel service reservation site the Company operates. Users of this service shall agree to the Terms before using the service. The Terms are subject to change without prior notice.

Article 2. Information related to subscription to Arranged Tour

The Company, upon concluding the Contract of Arranged Tour with the customer through Tokyo Mountain Tours, will provide the customer with information necessary for tour subscription (hereinafter referred to as "Subscription-related Information"), including tour details, prices, dates available for subscription, tour cancellation rules (Cancellation Policy) provided by the tour operator, accommodation facilities, etc. (hereinafter referred to as the "Service Provider"), as well as information of the Service Provider. Subscription-related Information is provided at the responsibility of the Service Provider, and the Company will assume no responsibility for any information content, excluding those attributable to the Company's willful or negligent non-communication of information.

Article 3. Confirmation of tour subscription and execution of the Tour Contract

- The Company, upon confirming the customer's subscription for the tour through Tokyo Mountain Tours, will send the customer an email to confirm that the subscription has been accepted. The Tour Contract shall be executed between the Company and the customer at the time when the customer receives the email sent by the Company to confirm the subscription has been accepted (Electronic Consent Notice).
- The Company will assume no responsibility for damages caused by failure to receive the email sent by the Company to confirm the subscription acceptance due to defects in the customer's email system or communication pathways.
- The Tour Contract executed by the Company conforms to the General Conditions of Travel Agency Business stipulated by the Minister of Land, Infrastructure and Transportation. Please also read "General Conditions of Travel Agency Business" and "Tour Terms and Conditions" in conjunction with the Terms.

Article 4. Payment of the Tour Price

- 1 The tour price must be paid by credit card at the time of travel application. The Tour Price shall be paid by the date specified by the Company in reference to payment information provided in the email sent by the Company to confirm the subscription.
- 2 The Company will assume no responsibility for damages and disadvantages caused by the customer's failure to pay the tour price by the payment deadline.

Article 5. Trouble with the Service Provider

Any trouble or conflict arising between the customer and the Service Provider shall be directly resolved by and between the customer and the relevant Service Provider. The Company shall assume no responsibility for such situations.

Article 6. Cancellation of the subscribed tour for the customer's reason and cancellation fees

- When the customer cancels the tour, he/she has subscribed to due to his/her own reasons, the customer will be required to pay a cancellation fee under the relevant tour cancellation rules (Cancellation Policy) shown on the respective screens of the subscribed tour.
- In principle, the customer shall notify the cancellation of the subscribed tour to Tokyo Mountain Tours. However, when cancelling the tour immediately before the starting day of the tour, and the customer has been able to directly contact the tour operator by phone and the tour operator has accepted the cancellation, the cancellation procedure shall be considered to have been completed upon the notification of cancellation to Tokyo Mountain Tours afterward.

Article 7. Cancellation of the subscribed tour by the Company or the tour operator and refund

When the Company or the tour operator decides to cancel the subscribed tour due to bad weather, etc. or because the number of tour participants does not reach the minimum number of those required for the tour, the customer shall obtain a full refund of the Tour Price.

Article 8. Treatment of the customer's registration information

- Personal information registers by the customer upon subscription (hereinafter referred to as "Registration Information") shall be stored and managed by the Company pursuant to its privacy policy.
- The Company shall never disclose the content of Registration Information items which will allow personal identification (hereinafter referred to "Personal Information") to any third parties, excluding the following cases:
 - I. When the Company has obtained consent from the customer on information disclosure.
 - II. When the Company provides Personal Information necessary to implement services to a contractor with whom the Company has concluded the secrecy agreement for the protection of Personal Information.
 - III. When the Company collects and analyzes Personal Information to improve its services and discloses Personal Information in a manner that disallows personal identification.
 - IV. When the Company discloses Personal Information based on court-issued warrants or other court judgements.
 - V. For details on the purpose of use and handling of Personal Information obtained by the Company, please read the <u>"Privacy Policy."</u>

Article 9. Acts which shall not be conducted by the customers

The customer shall not conduct the following acts or anything that may lead to the following acts:

- 1 Acts which violate the Terms.
- 2 Acts which offend public order and morals or violate the law.
- 3 Acts which invade the copyrights, portrait rights or other intelligent property rights of other customers or third parties.
- 4 Acts which slander other customers or third parties.
- 5 Acts which inflict loss on other customers or third parties.
- 6 Acts which hinder the operation of the Company's business or service.
- 7 Commercial acts.
- 8 Any other acts which the Company determines to be inappropriate.

Article 10. Deletion or correction of information sent by the customer

When the Company finds that part or all of the information sent by the customer corresponds or may correspond to any of the following content, the Company reserves the right to delete the information partially or entirely without obtaining prior consent from the customer:

- 1 Content which the Company determines to correspond to any of the acts specified in the preceding article herein.
- 2 Content which the Company determines to be false.
- 3 Other content which the Company determines to be inappropriate.

Article 11. Change, suspend or cancellation of service

- 1 The Company may change, suspend or cancel service content without prior notice to the customer.
- 2 Even if the change or suspension of the service content causes a loss or damage to the customer, the Company will assume no responsibility for such loss or damage.

3 The Company reserves the right to cancel the service provision by giving the customer a onemonth notice.

Article 12. Copyrights and property rights

Copyrights and property rights for all content on the Tokyo Mountain Tours site belongs to the Company and the tour operator, as well as affiliate companies which provide content to the Company. The customer needs to agree not to reproduce, disclose, transfer, loan, translate, transmit, license, reuse or use in any other way any of these contents without obtaining prior consent in writing from the Company, the tour operator or affiliate companies. The Company reserves the right to demand the payment of an amount equivalent to any profits the customer has obtained through such use.

Article 13. Indemnity and limitation of liability

- 1 The Company will not be held responsible for losses which may occur between the customer and the tour operator.
- 2 Since the tour operator is a contract party independent of the Company, the Company will assume no responsibility for any acts, omissions, negligence, proxy acts or warranty by the tour operator. Also, the Company will not be held liable for any serious accident caused by the customer or the damage to or loss of the customer's property, as well as any other injury to the customer participating in the tour.
- 3 The Company will assume no responsibility for delays, cancellation or double booking of the tour or problems which have occurred for reasons beyond the Company's control. Also, the Company will not be held liable for damage resulting from alterations in the content, cancellation or delays of the tour or additional expenses which may arise due to orders by the government authority, judicial writs, etc.
- 4 The Company's indemnity liability will be limited to normal damage directly inflicted on the customer in association with the provision of the services. The Company will assume no liability for any other damage even if it is caused by the Company's willful misconducts or negligence.

Article 14. Change of the Terms

The Company may change the contents of the Terms when necessary. When the Company changes the Terms, such change shall be considered to have been completed upon the addition of such change onto this screen. The Company will not notify the customer of such change each time.

Article 15. Agreed jurisdiction

The Tokyo District Court shall have exclusive jurisdiction of the first instance over all disputes arising out of or in connection with the Terms.

Article 16. Deliberation

Any matters not addressed in the Terms, or any doubt or uncertainty with respect to the Terms, shall be amicably settled through good faith consultation between the parties.