

**JAPANET AMERICA**  
**BOOKING TERMS AND CONDITIONS**  
**OMOTENA-SHIP Japan Fall Voyage 2026 (11Days)**

The following Booking Terms and Conditions (referred to herein as these "Terms and Conditions" or "Agreement") apply to all travel and travel related Services offered for sale by Japanet America Inc. and/or its officers, directors, employees, representatives, affiliates, agents, or subcontractors (hereinafter referred to as "Japanet America", "we", "us" or "our").

The term "Tour" as used in these Terms and Conditions is defined as any Service, or package of Services, offered or sold by us. The terms "Service" or "Services" encompass, but are not limited to, cruises, air travel, leisure or adventure activities, ground or other transportation, hotel or other Accommodations, expeditions, and any other travel or travel related products offered by Japanet America or a third-party provider as part of a Tour Itinerary. "Itinerary" refers to the particularized schedule for a Tour. "Supplier" or "Vendor" refers to any third-party provider of the Services we offer. References herein to "participant(s)," "you," "your", "traveler" or "guest" shall apply to each and any of the following: a party participating in an offered Tour and/or the party who purchases (or attempts to purchase) a Tour for themselves and/or others.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms and Conditions with all travelers in their group.

Japanet America is only responsible for planning, booking, and arranging travel. We do not take any responsibility for the Services provided by the Suppliers, including but not limited to cruises, air travel, leisure or adventure activities, ground or other transportation, hotel or other Accommodations, expeditions, and any other travel. All bookings of Tours are also subject to the Terms and Conditions of the Suppliers of the Service(s) incorporated in a Tour. By booking a Japanet America Tour, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier's Terms and Conditions are ever in conflict with the Terms and Conditions of Japanet America, Japanet America's Terms and Conditions will control relating to the liabilities and responsibilities of Japanet America.

Your interaction with any Supplier is at your own risk; Japanet America does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Japanet America acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit, and on the express condition that Japanet America shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith.

***Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors.***

Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult your attorney if desired before you agree to be bound by them. Participant acknowledges that they have taken note of these Terms and Conditions (including our Cancellation Policies, Liability Limitations, and Binding Arbitration Provision) before making a booking and have accepted the same by checking the box marked "**I ACCEPT**" Japanet America's Booking Terms, including Cancellation Policies, Liability Limitations, and Binding Arbitration Provision". Without this affirmative acceptance, the processing of a booking is NOT possible.

**You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service.**

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**1. Eligibility.** Locale: The Services offered by Japanet America are available for purchase by residents of the United States while in the United States, its territories, possessions, and protectorates who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions and may legally do so.

- a. Age: You represent and warrant that you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use. Booking party must be at or over 18 years old at time of booking. Children between the ages of 2 and 18 years old are allowed if accompanied by a parent or guardian. Children under 2 years old at the date of the embarkation are NOT eligible to sail on the cruises we offer.
- b. Pregnancy: Pregnant women who have entered the 24<sup>th</sup> week of estimated fetal gestational age at any time during the cruise are NOT eligible to sail on the cruises we offer. There is no obstetrician/gynecologist available on the ship. All guests are required to sign a health questionnaire at check-in to ensure they are aware of our pregnancy

policy. If you have already booked a cruise and do not meet this requirement, immediately notify your travel agent or contact us directly.

- c. Sanctions: Participant who is targeted by any Sanctions or causes Japanet America or any Suppliers to be in violation of any Sanctions shall not make any bookings. "Sanctions" means any prohibitions and asset-blocking requirements implemented pursuant to the expressly designated by sanctioned institutions to be restricted by sanctions or export control laws, regulations, resolutions, instructions or orders and other regulatory documents. Such regulatory documents include but are not limited to the United Nations Consolidated List (UN Consolidated List), the U.S. Office of Foreign Assets Control (OFAC) Special Designated National List (SDN List) or related comprehensive lists, the U.S. Department of Commerce, Industry and Security Bureau (BIS) Denied Persons List or Entity List, EU Consolidated List of persons, groups and entities subject to EU Financial Sanctions, and the UK Consolidated List of Financial Sanctions Targets in the United Kingdom.

**2. Prices and Surcharges.** Please select your preferred Travel itinerary from the attached schedule. Our prices are contractual tariffs. No claim relating to the price of a Tour will be considered once the booking is processed. All prices are quoted in US dollars (US\$). Rates for Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, Services and labor sometimes increase the cost of Travel arrangements significantly. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new invoice reflecting any changes made.

The tour price may include optional tours at the ports of call. Each optional tour has a minimum number of participants required for it to operate. This minimum number is the least amount of people needed for the tour to proceed. If the minimum number of participants is not met, and your desired tour is canceled, you can choose another optional tour. Also, optional tours have a maximum capacity. If the tour reaches its maximum capacity and you are unable to participate in your desired tour, please choose another optional tour. Please note that even if you choose not to participate in an optional tour due to the minimum number of participants not being met or the tour reaching its maximum capacity, there will be no refund of the tour price.

Since our prices are based on contract rates, there will not be any refund for any unused portion of a tour or travel booking. If you cancel while your tour is in progress, there is no refund for the unused portion. In addition, if you arrive late to any part of the tour, all costs required to reach and join the portion of the tour or activity in progress will be at your sole cost and expense.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

The following amounts will be included as part of one of our Tour's advertised price:

#### **Items Included in the Tour Price**

- Taxi transfer from the airport to the hotel after entry explicitly stated in the itinerary. Note: One taxi per cabin. Taxi fare to the airport after the tour concludes is not included.
- Hotel stay on Day 1 (1 night, including breakfast) explicitly stated in the itinerary.
- Tokyo sightseeing tour on Day 2 (including lunch) explicitly stated in the itinerary.
- Fares and charges for ships and other transport providers explicitly stated in the itinerary.
- Onboard accommodation, service charges, and gratuities explicitly stated in the itinerary (based on 2 persons per cabin unless otherwise specified in brochures or other materials).
- Onboard meal costs, taxes, service charges, and gratuities explicitly stated in the itinerary. Note: Some specialty restaurants require an additional fee.
- Onboard beverages priced at \$10 or less per drink (\$16 or less for Yacht Club guests), including beer, soft drinks, cocktails, etc. Note: Some premium drinks are subject to additional charges.

- Onboard entertainment. Note: Some specific activities/shows may require a fee.
- Baggage handling fees from the port to cabin at the departure port.
- Participation fees for shore excursions explicitly specified in the itinerary.
- Meals during shore excursions explicitly stated in the itinerary. Note: Some excursions have independent lunches on your own.
- One drink (beer, soft drink, etc.) during meals on shore excursions. Note: Choice must be made from a designated menu.
- Fees for interpreter-guides and tour conductors accompanying the shore excursions explicitly stated in the itinerary.
- Usage fees for loop buses operating at ports of call.
- Taxes, government fees, and port charges (excluding some courses).

No refunds will be provided for any portion of the above services that go unused due to the customer's choices or personal reasons. Any items not listed above are not included in the Tour price. Examples of what is NOT included are given below.

#### **Items NOT Included in the Tour Price (Examples Only - Not a Comprehensive List)**

- Transportation costs between your home and the start/end points of the tour.
- Miscellaneous expenses related to travel procedures to Japan (passport fees, visa fees, entry/exit taxes).
- Charges for baggage exceeding specific weight, size, or piece limits.
- Laundry fees, phone charges, additional food and beverages, and other personal expenses including associated taxes and service charges.
- Travel insurance.
- Costs incurred for special arrangements (medical treatment, personal items, cancellation fees, etc.).

**3. Reservations/Bookings.** To book your trip, please contact us via email at [contact@japanetamerica.com](mailto:contact@japanetamerica.com) or phone at +1-833-806-0615. Your booking will be confirmed following our receipt of your approved itinerary and \$500 deposit of the cost of the trip. This deposit is due within three business days of the invoice date. Please note that this deposit is non-refundable under any circumstances, regardless of the reason for cancellation or any other request from the guest. After booking you will receive your final itinerary, an invoice outlining the remaining tour cost (excluding the previously paid deposit), and other important travel information. The invoice will contain a breakdown of the elements of your booking. Full payment of the balance (excluding the deposit) is due 150 days prior to the scheduled departure date. Any fees are NON-REFUNDABLE, unless stated otherwise in the terms & conditions of the Supplier. As our tours are carefully curated experiences for groups of participants, you are not able to request or make any changes to your itinerary.

Our bookings do NOT include airfare to your arrival or from your departure destinations. You must not make any air reservations until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions of payments and all due dates. You must make all payments in full and on time, which is at time of the specified deadline. If payment is not made when due, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees more particularly described in the CANCELLATION section below would be in effect.

While we do not assist with air reservations, we bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passport. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required.

Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

***Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.***

#### **4. Payment Policy.**

You must make all payments in full and on time, which is at time of the specified deadline. While we do accept major credit cards including Visa, Mastercard, American Express and Discover, Diners Club, JCB and Union Pay, travelers must provide to us a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. Additionally, you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Japanet America retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Japanet America or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

#### **5. Cancellation, Substitution, and Alteration Policies.**

##### **a. Cancellations attributable to Participant**

As described above, Japanet America is required to pay all Suppliers well in advance of your trip date. This includes, but is not limited to, Accommodations including hotels, motels, cruise ship quarters, etc., meals, show tickets, admission tickets, transportation, etc. All Suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Japanet America immediately in writing and request a written confirmation of your cancellation. Cancellations are only effective upon receipt by Japanet America. Upon receipt, Japanet America will follow industry procedures for any applicable refunds as outlined in the Supplier's terms and subject to their review. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not Japanet America. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency. Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund. Cancellation policies for cruises vary by cruise line.

In addition, Japanet America's own cancellation charges will apply and are in addition to any fees

or charges imposed by Suppliers. Cancellation charges are expressed at a percentage of quoted price as follows:

Days before Departure We Receive Notice of Cancellation	Japanet America's Cancellation Charge (Per Cabin)
121 days or more	\$500 deposit
91 to 120 days	25% of the total cost of your booking
61 to 90 days	50% of the total cost of your booking
31 to 60 days	75% of the total cost of your booking
30 days or less	100% of the total cost of your booking

**If the reason for cancellation is covered under the terms of your travel protection insurance plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional Cancel For Any Reason coverage.**

Additionally, all cancellations, substitutions or alterations are subject to the following:

A no-show Participant is treated as a cancellation and forfeits ALL payments made.

- When part of a booking is cancelled, the remaining parties may have to pay additional charges as applicable (e.g. under-occupancy, or single room supplements).
- Some trips may involve NON-REFUNDABLE fees paid on your behalf to third-party providers and Suppliers.
- You may be able to apply your payments to a future trip, in lieu of cancellation penalties. Please contact us for more info.
- Any and all refundable fees will be made in USD and are not responsible for currency fluctuations if you paid in a different country.
- Once Tour booking has been processed and confirmed, Cancellation and Alteration fees will NOT be waived in the event that injury, illness, death, family emergency, or any other cause prevents Participant from taking the Tour. In the event that Participant desires reimbursement of fees, expenses, or any and all other costs, Participant should purchase and secure travel cancellation or interruption insurance at their own expense.
- We only accept a cancellation during our business hour, from 9:00 am to 5:00 pm (Pacific Standard Time or Pacific Daylight Time).

b. State specific cancellation terms

- *For California and Illinois Residents only:*

Upon cancellation of the transportation or travel services, where the Participant is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Participant, all sums paid to the seller of travel for services not provided will be promptly paid to the Participant, unless the Participant advises the seller of travel in writing, after cancellation. In California, this provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Participant with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

- *For Washington Residents only:*

If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the

purchaser requests the seller of travel to apply the money to another travel product and/or date.

c. Substitution of Participants

No substitution of one Participant for another is allowed, regardless of the reason.

d. Cancellations and/or Alterations attributable to Japanet America or Force Majeure

Particularly as a result of causes beyond our control (i.e.. weather and travel conditions, political or environmental changes, equipment failure, flight schedule changes or rescheduling of air routes and times, war, pandemic related travel restrictions, or other "Force Majeure", defined infra in **Section 26**), we have on occasions had to make changes to and/or cancel confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value without compensation. Any additional charges incurred arising from the postponement, delay or extension of a Tour or adjustment to the itinerary due to Force Majeure will be the Participant's responsibility.

Any cruise Supplier may, at any time before embarkation of the Participant, and without prior notice, cancel or change the date of sailing or the time of departure, and in the event of any postponement need not furnish meals on board and may require Participant to disembark. All cruise itineraries are subject to change due to seasonal weather conditions affecting accessibility to locations and other Force Majeure. Thus, navigation routes, times and excursions may need to be modified at the cruise captain's absolute discretion. Participant shall have no claim against Us for any cancellation, prevention, change or delay of sailing for hotel or other Accommodations, airfare, traveling expenses or other losses, delay, or expenses incurred whatsoever as a result of cancellation, alteration, or delay of cruise. If you have purchased a NON\_REFUNDABLE airline ticket to meet the cruise, make certain you understand the conditions under which the ticket is issued. Japanet America is NOT responsible for any cancellation penalties you accrue due to NON\_REFUNDABLE airfares.

Japanet America will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you. Japanet America and our Suppliers reserve the right to adjust the Itinerary or change the modes of ground travel, change the quality of Accommodations or otherwise change the Tour without prior notice. We accept no liability for loss of enjoyment as a result of these changes. Japanet America will attempt to provide advanced notice of any changes to Itinerary or Services to the extent possible.

**6. Modification of Our Terms and Conditions.** Our Terms and Conditions may be amended or modified by us at any time, without notice in our sole discretion. Upon making changes, we will notify you via the email address you provide to us at booking. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you booked a Tour with Japanet America or reviewed our Terms and Conditions. Your continued use of our services, including continuing to use or maintain any bookings after notice of any changes to the terms and conditions, constitutes your consent to any changes.

**7. Participants with Special Needs or Disabilities.** If you have special needs (e.g., mobility concerns, dietary restrictions, etc.) you must inform us and all relevant Suppliers for your Tour ahead of time and verify that special needs can be met. Depending on the ability to meet those needs, your reservation may be refunded, canceled or modified if special handicapped needs cannot be met. Japanet America makes no guarantee as to the ability of us or any Supplier to meet the special needs of disabled Participants. When boarding and disembarking from a vessel, it is necessary to be able to go up and down stairs or ramps without using a walker or wheelchair. Generally, temporary walkways or ramps are not wide enough to accommodate these devices.

Japanet America will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will

be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act (ADA) and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Japanet America at the time of booking of the status and identity of their non-discounted, fully paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

Also:

- Participant should be aware that different countries have their own standards of accessibility for persons with disabilities. Before you travel, visit [travel.state.gov/destination](http://travel.state.gov/destination) and enter a country or area to find information for mobility-impaired Participants in the Special Laws & Circumstances Section
- Consult with your physician before traveling to identify healthcare needs during your Tour.
- If your health insurance plan does not provide coverage where you are travelling, we *strongly recommend* supplemental medical insurance and medical evacuation plans (which are REQUIRED on some of our Tours).
- Carry sufficient prescription medication to last your entire Tour, including extra medicine in case of delay. Some prescription medications that are legal in the United States may be illegal in your destination. See <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html> for the specific area where you will be traveling or contact the local embassy or consulate for more information if necessary.
- Always carry your prescriptions in their labeled containers, not in a pill pack.
- Carry medical alert information and a letter from your healthcare provider describing your medical condition, medications, potential complications, and other pertinent medical information.
- Get official documentation of your "special needs". Your physician should give you a letter stating you are disabled and in what way you are disabled. If you need special equipment of any kind, oxygen, a walker, or paper disposables such as underpants, have this included. If possible, have them add the statement that you have been checked and found free of any communicable disease, particularly HIV Aids. Also, have your doctor include the medications prescribed for you. Be sure the medication or drugs you carry on your person or in your luggage match what is on the list.
- Many doctors are now using a rubber stamp to prevent forgery of their signatures. Be sure the document you get from your doctor receives this stamp to assure everyone your letter is authentic. Make several copies of the letter and carry the original with you at all times. If your doctor does not have the anti-forgery stamp, go to a notary or similar official.
- Participant certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Tour. Participants who have physical conditions wherein they must take medication daily should have back up medication in case the medication gets lost, or is rendered unusable.
- If Participant's condition potentially requires EpiPens or other emergency tools, it is Participant's responsibility to bring their own and a backup supply. Participant understands that in the event of injury to Participant, or exacerbation of Participant's medical condition, we may NOT be held responsible.

Japanet America reserves the absolute right to decline a booking at their discretion. If in the opinion of Japanet America or our local Supplier or guide, the health or conduct of a Participant before or after departure, or during the trip appears likely to endanger the safe, comfortable and efficient progress of a Tour, the Participant may be excluded from all or part of the Tour.

**8. Insurance.** All Participants are *strongly recommended* to purchase travel and medical insurance (and as stated above, some Tours require it). Should you have to cancel your Tour because of illness, injury or death to you or an immediate family member, depending on the type

of coverage purchased, trip cancellation insurance may protect some or all deposits and payments for Tour costs. Trip Cancellation and Interruption penalties are significant.

Purchasing trip cancellation insurance at a much later date may limit some of the coverage due to pre-existing or other conditions. Japanet America recommends the immediate purchase of travel insurance, including Trip Cancellation, Emergency Medical Evacuation/Repatriation and Baggage Loss/Delays. Due to the Coronavirus pandemic, we further recommend the insurance purchased is a policy that allows Traveler to "cancel For Any Reason" as many types of trip cancellation policies do not allow cancellation for Coronavirus related reasons.

Japanet America is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel coverage plans. Japanet America cannot evaluate the adequacy of the prospective insured's existing protection/insurance coverage and cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer's policy and makes no representations about the extent of coverage for any policy it may offer or quote. Any and all cancellation fees will not be accepted as part of your claim. If you have any questions about your travel protection/insurance, call your insurer or insurance agent or broker. It is Participant's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Participant's sole responsibility to research, evaluate and purchase appropriate coverage. Participant agrees that Japanet America is not responsible for any uninsured losses.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Japanet America cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate insurance coverage, Japanet America will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

**9. International Travel: Passports, Visas, and Travel Health Requirements.** It is our international Participants' sole responsibility to verify they have all the necessary visas, transit visas, and passports prior to travel. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Tour. Further information on entry requirements can be obtained from the State Department by phone (202) 647-5335 or access online at <https://travel.state.gov/content/travel/en/us-visas/tourism-visit.html>

Many international destinations require a passport valid until at least six (6) months beyond the scheduled return date. Further information on entry requirements can be obtained from the State Department by phone (202) 647-5335 or accessed online at <http://travel.state.gov/content/passports/en/passports.html> or directly from the destination country's website. Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, etc.), correspond exactly with those appearing on your passport, visas, etc. We cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel.

Immunization requirements vary from country to country and even region to region. Up-to-date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release Japanet America from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Japanet America will not be liable for damages or losses that result from travel to such destinations.**

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Japanet America shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings trips. Japanet America cannot accept responsibility if you are refused passage on any airline, transport or entry into any country due to the failure on your part to carry or obtain the correct documentation or immunizations. If failure to do so results in fines, surcharges, claims, financial demands or other financial penalties being imposed on us, you will be responsible for indemnifying and reimbursing us accordingly. We are also not responsible or liable for any missed embarkation or disembarkation times in connection with any cruise.

**10. Use of Information and Image.** With permission from Participants, Japanet America may occasionally use statements and testimonials provided by Participants, and/or Participants' photographs in marketing materials on the internet (including social media), and in print publications and advertisements to promote Japanet America and its Tours. Your permission for usage constitutes fully consenting to such use of your statements and/or photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to you, and grants Japanet America a non-revocable license for said use and waives the right to inspect or approve the finished product wherein your likeness appears. If you would like to opt out of this provision, or have your statements and/or photographs, images, or other likenesses removed from our website or promotional materials, please notify us in writing.

We will share and jointly use the minimum necessary personal data of Participants, such as names, addresses, phone numbers, and email addresses, for contacting our Participants, with our group companies and cruise Suppliers for travel services. Our group companies and cruise Suppliers used for travel services may use this data for their respective businesses to provide useful information, keeping Participants engaged in their future cruise experiences and shipment of purchased products. For inquiries about the disclosure, correction, or deletion of personal data and for information on the names of our group companies that jointly use travelers' personal data and the group companies that manage the personal data, please refer our Privacy Policy located at [https://img.japanet.co.jp/shopping/img/special/cruising/en/pdf/JA\\_ppv2.pdf](https://img.japanet.co.jp/shopping/img/special/cruising/en/pdf/JA_ppv2.pdf) well as the website of Japanet Takata Co. Ltd. (<https://corporate.japanet.co.jp/en/privacy/> ).

**11. Accommodations.** "Accommodations" are any lodgings in a dwelling or similar living quarters afforded to Participants including, but not limited to, hotels, motels, lodges, quarters on a cruise ship or other vessel, and resorts. Japanet America provides the Accommodations for its Tours through third-party Suppliers and retains no ownership or management interest in

those Accommodations. Japanet America does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

On cruises, Participant's Accommodations may be changed at the discretion of cruise Supplier at any time without prior notice being given. If reserved Accommodation is not available in the category indicated on their Ticket at the time the Participant presents himself for transportation, the Participant will, at the discretion of cruise Supplier, either be put without any

additional charge in a category of Accommodation superior to that confirmed and prepaid, or, if accommodated in a category of lesser value, the Participant will be refunded the amount of any overpayment.

Japanet America makes no guarantees about the living standards in remote locations, but we will try to work with an Accommodation provider within the same category you purchased, if available, should serious problems as to habitability arise.

**12. Tour Activities and Fitness Requirements.** Some of the activities offered on our Tours are physically active and interactive, so you must be in good physical condition and health to participate in them. Our Tours may contain a number of available activities. An offered Tour activity may not be appropriate for all ages or individuals with certain medical conditions. Japanet America may not be held liable in the event of an incident or accident due to a lack of vigilance on your part.

Some of our Tour activities have specific fitness requirements. We reserve the right to demand medical documentation that Participant is fit and able to participate. We also reserve the right to cancel participation based on fitness levels. If the Tour leader determines that someone has misrepresented their fitness level, and their lack of fitness represents a safety hazard or is negatively affecting the rest of the group, we reserve the right to terminate their participation in the workshop with no refunds given.

It may happen that certain activities referred to in the Tour description or other promotional materials are no longer provided by the local provider for climatic reasons, in the event of Force Majeure, during a stay out of the Tourist season, or when the minimum number of participants required for providing a given activity is not reached. In the early or late season some activities may not be available, some of the facilities (restaurants, swimming pools, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Japanet America cannot be liable for activities unavailable due to any of the reasons listed above or for any other reason outside of our control.

You acknowledge that the use or enjoyment of an activity may be hazardous and inherently risky, and, to the maximum extent permitted by law, Japanet America shall have no liability for any personal injury or death; lost, stolen, damaged or destroyed property; or other liability arising out of or in connection with the activity.

**13. Marketing Materials and Illustrative Photos.** Japanet America endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Services pictured at the time of your Tour.

## **14. Air Transport**

### **a. General conditions governing air transport**

Japanet America's responsibilities in respect to air travel are limited by the relevant airline's Contract of Carriage. All airline Contracts of Carriage are available for view publicly on their websites and at their office branches. If your Tour involves carriage by multiple carriers, you

will be bound by the Contracts of Carriage of each carrier.

Japanet America is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments, even if pre-booked with the airline. In certain situations out of our control, the airline fulfilling your reservation may change from the airline displayed on our system. Japanet America is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time, and these changes may include a change in the airline you fly, your aircraft type or your destination. Such alterations do not constitute a significant change to your Tour. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time.

Japanet America will NOT provide any refund for Tours missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked and you may be denied boarding. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters in your Contract of Carriage.

Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>.

#### **b. Baggage**

Japanet America assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Tour, or during a Tour. The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.

**Additional and oversized baggage fees:** Most airlines have their own policy regarding baggage. Always check with your airline before you fly for their most current baggage fees and rules.

If we do not have info for your flight, we recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

**15. Baggage and Personal Property During a Cruise.** Japanet America shall bear no responsibility for Participants' lost, stolen, or damaged baggage or other personal property. Japanet America recommends that Participant limit the property they carry on the vessel to personal effects that are necessary and appropriate for the wear and use of the Participant during the cruise (such as clothing, toilet articles, and similar personal effects). Money, gold, silverware, watches, jewelry, ornaments, and cameras, and other valuables should not be carried as baggage, and should remain on the Participants' person or placed in a deposit box or safe on board the vessel. Participant carries such articles with them at their own risk.

**16. Proper Conduct Required During Tour.** Participants understand that their participation in a Tour may be terminated at any time during the Tour if Participant is disciplined by any civil or criminal authorities, any of our Suppliers, or if Japanet America, in its sole discretion, determines that Participant's conduct or behavior is incompatible with the interests, safety or welfare of other Participants or our Service providers, their employees, or independent contractors should any

member of the participant's party fail to conduct themselves properly, then that person may be ordered to leave the tour without recourse to any refund, compensation or any other legal claim against us. in the event of termination for conduct violations, participant is responsible for arranging and paying for their own substitute travel and Accommodations, if necessary.

When you book with Japanet America, you accept responsibility for any damage or loss caused by you or your group. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Japanet America or any of its related entities liable for any actions taken under these Terms and Conditions.

**17. Legal Compliance Required During Tour.** All Participants must obey the local laws and regulations of the places they visit on their Tour, including their medicinal and/or recreational drug laws and restrictions regarding alcohol consumption. Japanet America is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Participant's failure to obey any local laws. If you are asked to leave a trip for inappropriate behavior, violence, or any other disruptive action, you will NOT be refunded.

**18. Purchases made during Tour.** Any purchase of goods or services which Participant makes while on the Tour are solely at Participant's risk, including, without limitation, such problems as defects, failure to ship or damage to goods while in shipment, whether or not the purchase was made from a vendor recommended by a guide, other person rendering Tour services or any third party.

**19. Medical Emergencies.** Japanet America is not responsible for the costs of any medical treatment you may require during a Tour and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Tour. You are responsible for risks associated with, and costs, of any and all medical treatments and evacuations you may require or receive during your tour. Participant releases Japanet America from any liability relating to any such medical care, whether secured by a Service provider on behalf of Participant, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

**20. Participant Complaints.** If Participant has a complaint about any of the Services in their Itinerary, they should first address it with the appropriate Supplier. If the Supplier is unable to rectify the situation, Participant should bring it to the attention of a representative of Japanet America. It is only if Japanet America is made aware of any problems that there will be the opportunity to rectify them. Making your complaint known to Japanet America as a problem arises during your Tour will allow us the opportunity to remedy the situation or facilitate compensation. Should the problem remain unsolved, a complaint must be made in writing to Japanet America within 30 days of the completion of the Tour.

**21. Notices.** Any notices required or permitted hereunder shall be given:

a. If to Japanet America, via email to:

[contact@japanetamerica.com](mailto:contact@japanetamerica.com)

Or via certified mail, return receipt requested, addressed to:

Japanet America  
2680 N First St #250  
San Jose, CA 95134

United States

b. If to Participant, at the email or physical address provided by Participant during the booking process.

c. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

**22. Seller of Travel Registration Information.**

a. California Registration Info: JAPANET AMERICA is registered with the California Department of Justice. CST# 2156598-40. Registration as a seller of travel does not constitute approval by the State of California. California law requires certain sellers of travel to have a trust account or bond to protect consumer's money. This business has a trust account.

This business is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the Participant, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one Participant is the total amount paid on behalf of the Participant to the Seller of Travel, not to exceed \$15,000. Please note that if you were outside of California at time of purchase, such transactions are not covered by the TCRC.

A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: 415-927-7698.

- b. Florida Registration Info: Japanet America is registered with the State of Florida as a Seller of Travel. Registration No. ST44688
- c. Washington Registration No. 605-371-928

**23. Limitation of Liability; Non-Responsibility for Suppliers.** In no event shall Japanet America be liable for any consequential, indirect, exemplary, special, incidental or punitive damages of any kind, including without limitation, damages for any loss of opportunity or other pecuniary loss, even if Japanet America has been advised of the possibility or probability of such damages or losses, whether such liability is based upon contract, tort, negligence or other legal theory. In no event shall Japanet America' total aggregate liability to the participant for claims arising under this agreement exceed the total amounts paid by the participant to Japanet America under this agreement.

Japanet America offers various services provided by third party vendors. Japanet America retains no ownership interest, management, or control of those third-party vendors. To the fullest extent permitted by law, Japanet America does not assume liability for any injury, damage, death, loss, accident or delay due to an act or omission of any third parties (including third-party vendors), governmental authority, or acts attributable to you yourself, including, without limitation, negligent or reckless acts.

All Suppliers are independent contractors and are not Representatives of Japanet America. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Japanet America, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Japanet America. Japanet America assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Japanet America assumes no responsibility or liability for personal property; and Japanet America shall be relieved of any obligations under these Terms and Conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Japanet America accepts no responsibility for lost or stolen items. Japanet America reserves the right to refuse any traveler or potential traveler at its sole discretion.

**24. Disclaimer of Warranties.** Unless otherwise stated, all goods and services offered by Japanet America are provided to you on an "as is," "as available" basis.

To the fullest extent permissible pursuant to applicable law, Japanet America disclaims all representations and warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, suitability for a particular purpose, title, uninterrupted service, and any warranties arising out of a course of performance, dealing or trade usage for all goods and services sold by/through Japanet America. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

**25. Assumption of Risk/Waiver.** Traveler is aware that travel to such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor and conveyance vehicle collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Japanet America and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, COVID-19 and other diseases, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. Furthermore, you agree that due to uncertainty caused by COVID-19 (or other pandemics, diseases, viruses, etc.), Japanet America has strongly encouraged the purchase of travel protection coverage including 'Cancel For Any Reason' coverage if and when available, and that should you fail to purchase travel protection coverage, Japanet America shall not be liable for any losses howsoever arising.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip and in consideration of the services provided by Japanet America, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Japanet America and agrees to and shall hold harmless and fully release Japanet America, and its employees, shareholders, agents, and representatives ("Representatives") from any and all

claims associated with the trip, including any claims of third party negligence and/or the negligence of Japanet America and/or its Representatives, and traveler hereby covenants not to sue Japanet America and/or its Representatives for any such claims or join any lawsuit or action that is suing Japanet America. This agreement also binds your heirs, legal representatives, and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Terms and Conditions, whether by operation of law or otherwise.

**26. Indemnification and Release.** You hereby release Japanet America and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of travel services, Participant's participation in a Tour, including but not limited to, any interactions of any kind arising in connection with or as a result of this Agreement or your use of this site. This is a general release of all claims, whether known or unknown, suspected or unsuspected, and **specifically waives the rights provided in California Civil Code Section 1542**, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Traveler agrees to and shall indemnify and hold harmless Japanet America and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Japanet America or its Representatives (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) your breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your acts or omissions, including any damage caused by you to persons or property while participating in the trip, (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

**27. Force Majeure.** Japanet America shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond Japanet America's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, warlike conditions, riots, labor disputes, strikes, sabotage, transportation delays, accidents, political unrest, natural or nuclear disaster, pandemics, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any act or order of any local, provincial or federal government authority (including, but not limited to, changes of laws), interruption of power Services, terrorism or any other causes beyond the control of Japanet America or deemed by Japanet America to constitute a danger to the safety and well-being of Participants. Japanet America reserves the right to cancel any Services described in a Tour Itinerary due to Force Majeure. In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (it being under no obligation to do so), we will refund these to you without any charge by Japanet America. Our planning, ticketing and change fees are always NON-REFUNDABLE

**28. Disputes: Binding Arbitration, Governing Law, Jurisdiction, Venue, etc.** These Terms and Conditions and the relationship between you and Japanet America will be governed by the laws of the State of California without regard to its conflict of law provisions.

Participant and Japanet America shall attempt in good faith to resolve any dispute concerning,

relating, or referring to a Tour, Services offered by us, our website, any literature or materials concerning Japanet America, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in San Jose, California, and presided over by one (1) arbiter. The arbitration shall be administered by JAMS pursuant to its [Comprehensive Arbitration Rules and Procedures](#) and in accordance with the [Expedited Procedures](#) in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

Participant and Japanet America agree to submit to the personal jurisdiction of the federal and state courts located in San Jose, California with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. Participant and Japanet America agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in San Jose, California and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. You recognize, by agreeing to these terms and conditions, you and Japanet America are each waiving the right to a trial by jury or to participate in a class action with respect to the claims covered by this mandatory binding arbitration provision.

**You understand and agree that no claims will be considered and that you will not bring suit against Japanet America unless you have first provided a typewritten notice of claim to Japanet America within 30 days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year.**

## **29. Miscellaneous**

These Terms and Conditions, including the terms and conditions of our Suppliers, and any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to the Tour or Services. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Tour, Japanet America' website or any literature or materials concerning Japanet America, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. The provisions of these Terms and Conditions which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. This Agreement will be binding upon and inure to the benefit of the parties, and their permitted successors, assignees and beneficiaries in interest, and participant may not assign its rights or obligations hereunder without the prior written consent

of Japanet America (in its sole discretion). These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control.

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Last Updated January 24, 2026

## OMOTENA-SHIP Japan Fall Voyage 2026 (11Days)

### Travel itinerary

	Itinerary	Port Arrival* <sup>1</sup>	Port Departure* <sup>2</sup>	Meals			Accommodation
Day 1	Pick-up upon arrival at Tokyo Haneda or Narita Airport, then taxi to Hotel. *One taxi per cabin. *Hotel check-in 3:00 PM			Breakfast	X	X	InterContinental Tokyo Bay 1-16-2 Kaigan, Minato-Ku, Tokyo 105-8576 Japan Tel: +81-3-5404-2222
Day 2	Departure from Tokyo International Port (Sightseeing plan around Tokyo until boarding time)		19:00				
Day 3	Full day at sea						
Day 4	Hakodate (Hokkaido)	8:00	18:30				
Day 5	Sakata (Yamagata)	8:30	17:00				
Day 6	Kanazawa (Ishikawa)	9:30	19:00	Breakfast	○	○	MSC BELLISSIMA On board cruise ship
Day 7	Full day at sea			Lunch			
Day 8	Jeju Island (South Korea)	7:30	17:00	Dinner			
Day 9	Kagoshima	9:00	18:30				
Day 10	Full day at sea						
Day 11	Arrival at Tokyo International Terminal *A taxi to the airport upon your departure is not included. For those who wish to arrange one, we will offer a taxi for a fee if you need.	8:00		Breakfast	○	X	
				Lunch		X	
				Dinner			

\*<sup>1</sup> Port Arrival time indicates the ship's docking time and may differ from disembarkation time.

\*<sup>2</sup> Boarding times may cut off earlier than the Port Departure time.