

Japanet America Website Terms of Use

1. Use of Site Conditioned on Your Agreement to these Terms of Use

Welcome to Japanet America [Official] (the “Site” or “Website”) operated by Japanet America Inc., hereinafter referred to as “Japanet America”, “we,” “us” or “our”. Please read these Terms of Use (“TOU”) and ask us any related questions before you agree to be bound by them. This Website and the information content provided herein are granted for use to you (“you” or “user” or any person visiting the websites operated by Japanet America Inc., including but not limited to <https://www.japanetamerica.com> and specific tour pages hosted on <https://www.japanet.co.jp> (collectively, the “Site” or “Website”)) expressly conditioned on the acceptance of the following terms. By using this Website you agree to be bound by the terms, conditions and notices that follow without modification herein, under a grant of a limited, non-transferable license to use this Website in accordance with these TOU. If you do not agree to these Terms of Use, you must not use this Website.

Be sure to return to this page periodically to review the most current version of the TOU. We reserve the right at any time, at our sole discretion, to change or otherwise modify the TOU without prior notice, and your continued access or use of this Site signifies your acceptance of the updated or modified TOU.

2. License and Site Access

Japanet America grants you a limited license to access and make personal use of the Site. This license does not include any downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in Japanet America’s sole discretion) an unreasonable or disproportionately large load on Japanet America’s infrastructure; or any use of data mining, robots, scrapers, or similar data gathering and extraction tools. You may not bypass any measures used by Japanet America to prevent or restrict access to the Site. Any unauthorized use by you shall terminate the permission or license granted to you by Japanet America.

By using the Site you agree not to use this Site or its contents for any commercial purpose not intended by us, and furthermore represent and warrant that you will not use the Site or its content or our services in connection therewith: (a) for any unlawful, obscene or immoral purpose, or to make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or any related site, other websites, or the Internet; (g) to access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (h) to violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site; (i) to take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (j) to deep-link to any portion of this Site (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; (k) to “frame”, “mirror” or otherwise incorporate any part of this Site into any other website without our prior written authorization; (l) to collect or track the personal information of others, or otherwise spam, phish, pharm, pretext, spider, crawl, or scrape; (m) to interfere with or circumvent the security features of the Website or any related site, other websites, or the Internet. We reserve the right to immediately and without notice terminate your access to the Website if you violate any of the foregoing provisions. If your booking shows signs of fraud, we may cancel your booking(s) with us. If you have conducted fraudulent activity, we reserve the right to take any legal action against you and you may be liable for losses, including litigation costs and damages.

In consideration of your use of the Site, you further represent and warrant that you are of legal age in your applicable jurisdiction to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction and will only use the Site to make legitimate purchases for you, for your minor child or for another person for whom you are legally authorized to act (and will inform such other persons about these TOU, as well as our Privacy Policy and Terms and Conditions) that apply to the purchase you have made on their behalf (including all rules and restrictions applicable thereto). You also agree that all information supplied by you on this Website is true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Japanet America has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Japanet America has the right to suspend or terminate any and all current or future use of the Site. Japanet America reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion. Notwithstanding the above, we retain the right at our sole discretion to deny access to anyone to the Site and the services we offer, at any time and for any reason, including, but not limited to, for violation of these TOU or our Privacy Policy. Your submission of any and all information (including personal or sensitive information) is governed by our Privacy Policy, which can be found here:

https://www.japanet.co.jp/shopping/img/special/cruising/en/pdf/JA_ppv2.pdf and is incorporated herein by reference.

3. Disclaimer of Liability and Warranty

We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free. We may remove the Website for indefinite periods of time at any time, or permanently, without notice to you. We shall not be liable to you or to any third-party for any modification, change, suspension or discontinuation of the Website.

THE CONTENT, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING FOR ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE CONTENT, PRODUCTS AND SERVICES. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE SITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE.

The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website is at your own risk. Additionally, the Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

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THE SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES SOLD OR OFFERED THROUGH THIS SITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF JAPANET AMERICA OR ITS AFFILIATES. JAPANET AMERICA AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR

OTHER DAMAGES OR EXPENSES RESULTING THEREFROM JAPANET AMERICA AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL, AND THEY HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

YOUR USE OF OUR SITE IS SOLELY AND FULLY AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS AND EXPENSES ASSOCIATED WITH SERVICING AND/OR REPAIR IN ANY WAY CONNECTED OR ARISING FROM ATTEMPTED, ALLEGED OR ACTUAL USE OR ACCESS OF OUR SITE. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE SITE. OUR SITE AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

4. Limitation of Liability

IN NO CASE SHALL JAPANET AMERICA AND ITS SUBSIDIARIES, PARTNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF THE WEBSITE OR ANY OF THE SERVICE OR PRODUCTS PROCURED THROUGH THE WEBSITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR PROMOTIONAL DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, Japanet America or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Japanet America and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Japanet America in connection with such transaction(s) on this Site, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Japanet America and/or their respective suppliers.

5. Indemnity

You agree to indemnify, defend, release and hold Japanet America (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this TOU (or the documents they incorporate by reference), your violation of any law or the rights of a third party, or your use of the Site.

6. Electronic Communication and Mobile Apps

When you use the Site or send emails to Japanet America, you are communicating with Japanet America electronically. You consent to receive communications from Japanet America electronically. Japanet America will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Japanet America may offer areas and features which are accessible via a mobile device, like a smartphone. These features and areas may include the ability to upload content, contact us, determine your location, and other similar activities. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device. If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges. You also agree that we may collect information related to your mobile device associated with your use of the features and areas which are accessible by your mobile device.

7. Links

The Site or third parties may provide links to other websites or resources that are not affiliated with us. Because Japanet America has no control over such sites and resources, and as such you acknowledge and agree that Japanet America is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Japanet America shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the third party.

8. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

9. Modification to Terms of Use.

These Terms of Use, together with our Privacy Policy, constitute the entire agreement and understanding between you and Japanet America concerning your use of the Website. You can review the most current version of the Terms of Use and Privacy Policy at any time on our Website. Japanet America reserves the right to make changes to the Site and our related policies and agreements (including this TOU and the Privacy Policy) at any time. Always check the Site for the most updated version before usage. It is your responsibility to check our Website periodically for any updates/changes. Your continued use of our Website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

10. Trademarks

Japanet America's trademark(s) are important corporate assets and Japanet America requires they are used properly. To preserve its reputation and protect its trademark(s), Japanet America diligently guards against any violation of its trademark(s). Japanet America acknowledges the desire of third parties to show affiliation with Japanet America. Without written permission from Japanet America, you should not use Japanet America's trademark(s), service marks, or name in a manner suggesting any affiliation or association with Japanet America. Only parties with written permission from Japanet America are allowed to use Japanet

America's trademark(s) in accordance with applicable terms.

Japanet America trademarks take on various forms and may include letters, words, logos, designs, images, slogans, and colors associated with our company, Website, and service offerings.

Certain activities may constitute infringement or dilution of Japanet America's trademark(s), and are not permitted. Please review the following list of ways to avoid unauthorized use of Japanet America's trademark(s):

- Do not use a Japanet America trademark(s) or name in a manner likely to cause confusion about the origin of any product, service, material, course, technology, program or other offerings.
- Unless you have prior permission from Japanet America, do not use a Japanet America trademark(s) or name in a manner likely to give the impression or otherwise imply an affiliation or association between you, your products or services, and Japanet America, or any of its products, services, programs, materials, or other offerings.
- Do not use the Japanet America logo in any materials without the written permission of Japanet America.
- Do not use any Japanet America trademark(s) or name as or as part of a company, product, service, solution, technology, or program name.
- Do not use a Japanet America trademark(s) or name in a manner likely to dilute, defame, disparage, or harm the reputation of Japanet America.
- Do not use any trademark(s), name, or designation confusingly similar to the Japanet America name or any Japanet America trademark(s).
- Do not copy or imitate any Japanet America trade dress, type style, logo, product packaging, or the look, design, or overall commercial impression of any Japanet America's Website, blog, or other materials.
- Do not register or use any domain name which incorporates any Japanet America mark or name.
- Do not register or seek to register a Japanet America trademark(s) or name, or any mark or name confusingly similar to a Japanet America mark or name.

11. Copyright Notice; Procedure for Claims of Intellectual Property Infringement

All contents of the Website belong to Japanet America. All rights reserved. Other logos, product and company names available on or through the Website may be the trademarks of their respective owners. We are responsible for content on Website operated or provided by third parties.

Japanet America respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Japanet America's Copyright Agent the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; or (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Japanet America's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Japanet America
Attn: Copyright Compliance
2680 N First St #250
San Jose, CA 95134
United States

By email: contact@japanetamerica.com

12. Severability and Survivability.

If any provision, or portion of a provision, in these TOU shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. The parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these TOU, or any general legal principles to the contrary, any provision of these TOU that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these TOU.

13. Disputes: Binding Arbitration, Governing Law, Jurisdiction, etc.

These Terms of Use 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.

You 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 of Use 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.

You 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. You 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 OF USE, 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.

14. Attorney's Fees, Costs, and Expenses of Suit.

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 of Use, our Privacy Policy, Terms and Conditions, Japanet America's 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.

15. Waiver, Etc.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Japanet America does not guarantee it will take action against all breaches of these TOU. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

16. Contact Information.

Questions about the Terms of Use should be sent to us at Japanet America by email at:
contact@japanetamerica.com

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