

## **JAPANET AMERICA BOOKING TERMS AND CONDITIONS**

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,” or “us”).

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 as part of a Tour Itinerary. “Itinerary” refers to the particularized schedule for a Tour. “Supplier” or “Vendor” refers to any provider of the Services we offer. References herein to “Participant,” “you,” or “your” 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.

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 will control all issues relating to the liabilities and responsibilities of Japanet America.

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’ Booking Terms, including Cancellation Policies, Liability Limitations, and Binding Arbitration Provision”. Without this affirmative acceptance, the processing of a booking is not possible.

### **TABLE OF CONTENTS**

1. Eligibility
2. Prices and Surcharges
3. Reservations/Bookings
4. Payment Policy
5. Cancellation, Substitution, and Alteration Policies
6. Modification of Our Terms and Conditions
7. Participants with Special Needs or Disabilities
8. Insurance
9. Passports, Visas, Reciprocity Fees, and Travel Health Requirements
10. Use of Information and Image
11. Accommodations
12. Activities Offered During your Tour
13. Marketing Materials and Illustrative Photos
14. Air Transport
15. Baggage and Personal Property During a Cruise
16. Proper Conduct Required During Tour
17. Legal Compliance Required During Tour
18. Purchases made during Tour.
19. Medical Emergencies

20. Participant Complaints
21. Notices
22. Seller of Travel Registration Information
23. Limitation of Liability
24. Disclaimer of Warranties
25. Indemnification and Release
26. Force Majeure
27. Disputes: Mandatory Binding Arbitration Clause, Governing Law, Jurisdiction, Venue, etc.
28. Attorney's Fees, Costs, and Expenses of Suit
29. Assignment
30. Severability and Survivability
31. Waiver, Etc.

**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: Booking party must be over 20 years old. Ages more than or equal to 2, less than 20 years old are allowed if accompanied by a parent or guardian.
- 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-on to ensure they are aware of our pregnancy policy. If you have already booked a cruise and do not meet this requirement please contact your travel agent or us directly.

**2. Prices and Surcharges.** Our prices are contractual tariffs. No claim relating to the price of a Tour will be considered once the reservation is effective. 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.

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

- Transportation fares, fees for cruise, hired cars, taxis, chartered buses, Shinkansen trains, etc. specified in the itinerary
- Accommodation for the cruise's suite room, 24-hour room service, onboard entertainment, onboard wifi and portable wifi throughout your stay
- Baggage transportation fees between the hotel and the port
- Accommodations (Grand Nikko Tokyo Daiba, Hotel Chinzanso), breakfast during the stay as indicated in the itinerary, bathing tax, and accommodation tax
- Meal and service fees specified in the itinerary (including onboard tips)
- Drink charges on board (beer, wine, soft drinks, cocktails, etc. ) \*There are some items that are not included in the price including but limited to vintage wines and specialty cocktails
- Shore excursions, admission and viewing fees specified in the itinerary
- Luggage charges on board the cruise
- Tour guide expenses listed in the itinerary
- Port charges
- Departure tax (International tourist tax 1,000 yen when leaving Japan during cruise)

- ※If canceled before departure, departure tax (international tourist tax) of 1,000 yen will be excluded from the travel fee.
- ※The above fees will not be refunded if services are not used by customer.
- ※If not listed above, assume it is not included.

Unless otherwise stated in the description of a Tour, the following amounts will **NOT** be included as part of one of our Tour's advertised price:

- Excess baggage charges (weight/capacity/number)
- Personal expenses such as laundry fees, telephone charges, and other additional food and beverages, miscellaneous expenses and associated service charges
- Miscellaneous expenses related to travel (passport stamp fees, visa fees, etc)
- Round-trip transportation fares from home to the meeting/dismissal point (including airfare) and accommodation expenses after the end of the trip
- Costs required for special considerations (Medical expenses for injuries or illness, and other expenses required for assistance)
- Admission/viewing fees during free sightseeing in Tokyo
- Travel insurance (medical, belongings, cancellation fees, etc.)
- Arrangement costs for activities etc., not mentioned in the itinerary
- Japan departure tax (International tourist tax 1,000 yen)

**3. Reservations/Bookings.** To make reservations for a Tour please book by contacting us at [contact@japanetamerica.com](mailto:contact@japanetamerica.com) or call us at 669-252-4194.

**4. Payment Policy.**

- a. We accept payment via all major credit cards including: VISA, Mastercard, AMEX, Diners Club, Discover, JCB, and Union Pay
- b. Entire Tour Price is due at the time of Tour registration.

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

- a. Cancellations attributable to Participant

<u>Date of Cancellation</u>	<u>Cancellation Charge</u>
95 days or more prior to departure date	Full Refund of Tour Price
65-94 days prior to departure date	10% of the Tour price Cancellation Fee
35-64 days prior to departure date	30% of the Tour price Cancellation Fee
21-34 days prior to departure date	70% of the Tour price Cancellation Fee
0 to 20 days prior to departure	<u>100%</u> of Tour price is <b><u>NONREFUNDABLE</u></b>

Please note:

- 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 (e.g. under-occupancy, or single room supplements).
- Some trips may involve non-refundable fees paid on your behalf to third-party providers.

- You may be able to apply your payments to a future trip, in lieu of cancellation penalties. Please contact us for more info.
- We refund your fees in USD and are not responsible for currency fluctuations if you paid in a different country.
- After Tour reservation confirmation has been issued, 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 secure travel cancellation or interruption insurance at their own expense.

**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 (ie. 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.

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 cancelation, 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 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. 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.

**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 make no guarantee as to the ability of us or any Supplier to meet the special needs of disabled Participants.

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](https://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 health care 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 health care 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, 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 back up 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 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. 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 as to pre-existing or other conditions. Japanet America recommends the immediate purchase of travel insurance including trip cancellation, emergency medical evacuation, flight delay, baggage and repatriation. 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.

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.

**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.

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/>.

We 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.

**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.

**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 for individuals with certain medical conditions.

Japanet America may not be held liable in the event of an incident or accident which is 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 App. 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 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.



## **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.

**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.

**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 put things right. 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

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 registration 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.

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

**23. Limitation of Liability.** 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.

**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. 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 the 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.

Participant hereby also agrees to indemnify, defend and hold harmless Japanet America from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against Japanet

America regarding, resulting, or arising from Participant's participation in a Tour or Participant's booking of Travel Services.

**26. 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, labor disputes, strikes, 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 order of any local, provincial or federal government authority, 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.

**27. 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) arbitrator. 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.

**28. 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 and Conditions, a Tour, 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.

**29. Assignment.** Participant may not assign his rights or obligations hereunder without the prior written consent of Japanet America.

**30. Severability and Survivability.** If any provision, or portion of a provision, in these Terms and Conditions 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. Participant and Japanet America 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 Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

**31. 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 Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

---

Updated March 12, 2024