

Japanet America Website Terms of Use

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

Welcome to Japanet America [Official] (the “Site”) operated by Japanet America Inc. hereinafter referred to as “Japanet America”, “we,” or “us”. 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”) expressly conditioned on the acceptance of the following terms and conditions. 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 and conditions, 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 and the Service. 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’ sole discretion) an unreasonable or disproportionately large load on Japanet America’ 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: (i) use this Site or its contents is for any commercial purpose not intended by us; (ii) make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand; (iii) 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; (iv) 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; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) 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; or (vii) “frame”, “mirror” or otherwise incorporate any part of this Site into any other website without our prior written authorization.

In consideration of your use of the Site, you represent that you are of legal age 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 or for another person for whom you are legally authorized to act (and will inform such other persons about the TOU

and/or Privacy Policy) that apply to the purchase you have made on their behalf (including all rules and restrictions applicable thereto). You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site. 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.

3. Disclaimer of Liability and Warranty

The content, products, and services published on this site may include inaccuracies or errors, including pricing 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 reserves the right to correct any pricing errors on the site and/or on pending reservations made under an incorrect price.

Japanet America makes no representations about the suitability of the information, software, products, and services contained on this site for any purpose, except the booking of travel services through Japanet America. To the full extent permissible under relevant law, all such information, software, products, and services are provided "as is" without warranty of any kind. Japanet America and their respective suppliers disclaim all warranties and conditions that this site, its servers or any email sent from Japanet America, its affiliates, and/or their respective suppliers are free of viruses or other harmful components. To the full extent permissible under relevant law, Japanet America, its affiliates, and their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement.

Some of 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.

In no event shall Japanet America, its affiliates, and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this site or with the delay or inability to access, display or use this site (including, but not limited to, your reliance upon opinions appearing on this site; any computer viruses, information, software, linked sites, products, and services obtained through this site; or otherwise arising out of the access to, display of or use of this site) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Japanet America, its affiliates and/or their respective suppliers have been advised of the possibility of such damages.

4. Limitation of Liability

You expressly understand and agree that Japanet America and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Japanet America has been advised of the possibility of such damages), resulting from use of the site, content or any related services.

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 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, your violation of any law or the rights of a third party, or your use of the Site.

6. Electronic Communication

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.

7. Links

The Site or third parties may provide links to other websites or resources. Because Japanet America has no control over such sites and resources, 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.

8. Modification to Terms of Use.

Japanet America reserves the right to make changes to the Site, related policies and agreements, our Terms and Conditions of Sale, and this TOU and the Privacy Policy at any time. Always check the Site for the most updated version before usage.

9. Trademarks

Japanet America' 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' trademark(s), and are not permitted. Please review the following list of ways to avoid unauthorized use of Japanet America' trademark(s):

- Do not use an 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 an 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 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 an Japanet America trademark(s) or name, or any mark or name confusingly similar to an Japanet America mark or name.

10. Procedure for Claims of Intellectual Property Infringement

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' 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' 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

11. 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.

12. Disputes: Binding Arbitration, Governing Law, Jurisdiction, 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.

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 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.

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 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.

13. 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, 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.

14. 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.