

Vacation STAY Service Terms

Article 1. (General Provisions)

1. The terms hereunder provide requirements in relation to the use of "Vacation STAY," a lodging establishment booking service operated by Rakuten LIFULL STAY, Inc. (hereinafter referred to as "we," "us" or "our") (such service being hereinafter referred to as the "Service"), that users of the Service should comply with.
2. In relation to the use of the Service, users shall comply with the terms hereunder, as well as with any terms, rules and guidelines that are subordinate to the terms hereunder (hereinafter referred to collectively as the "Terms, etc.>").

Article 2. (Definitions)

- (1) "Lodging establishment" refers to a hotel, ryokan (Japanese-style inn), hostel or residence that is put to use for the purpose of services associated with accommodation.
- (2) "User" refers collectively to a host, booking customer or any other party that uses the Service.
- (3) "Host" refers to a party that posts information on any lodging establishment through the use of the Service.
- (4) "Booking customer" refers to a party that wishes to make a booking for a lodging establishment through the use of the Service.
- (5) "Rakuten member ID" refers to a "Rakuten ID" as set forth in the "Rakuten Membership Rules" of Rakuten Inc.
- (6) "Host service" means such service among the Service that lets a host post information on a lodging establishment managed and operated by the host and accept bookings therefor.
- (7) "Accommodation service" refers to any accommodation service that may be offered by a host to their guests in accordance with the accommodation terms and conditions of the host.

Article 3. (Service)

1. The Service is a service that is comprised mainly of the following services:
 - (1) a service that lets a booking customer book a lodging establishment posted by a host; and
 - (2) the host service.
2. If a user wishes to use the host service in the capacity of host, the user must agree to the terms on the use of the host service that are set separately by us.
3. If a user is a Rakuten member who has registered for an account in accordance with the Rakuten Membership Rules, the user is eligible for the point incentive program in accordance with the Rakuten Super Points Program terms.

Article 4. (User Registration)

1. If a user wishes to use the Service, the user shall perform the registration for the Service (hereinafter referred to as the "user registration") pursuant to the procedures prescribed by us.
2. The user registration shall be performed by means of (i) registering such information that is prescribed by us as well as a user ID and password or (ii) using a Rakuten Member ID.

3. If the user registration is performed according to method (ii) under the preceding paragraph, we will have information that includes the user's name, nickname, date of birth, gender, e-mail address and telephone number supplied from Rakuten Inc., and the user shall agree thereto.
4. The user registration must without exception be performed by the user in person, and accurate information shall be entered. The user shall assume liability for any damage that may have occurred as a result of the user entering incorrect information, and we will assume no liability therefor.
5. A user may not perform the user registration multiple times.
6. If a user is a minor, the user must obtain comprehensive consent in advance from his/her statutory agent, such as a person with parental authority, before using the Service. No one who is under the age of eighteen (18) may, however, use the Service even if consent is obtained from his/her parental guardian. If a user is a minor, we may from time to time contact a person with parental authority for confirmation as to whether parental consent has been given.
7. We may from time to time not approve a request for the user registration if any one of the following items applies; where we refuse a request for use, we shall nevertheless be under no obligation to disclose the details of the screening results to the requesting party and the requesting party shall not be allowed to lodge an objection to such results, either:
 - (1) a requesting party is either a minor, an adult ward, a person under curatorship, or a person under assistance, and has not obtained consent, etc., from his/her statutory agent, guardian, curator or assistant;
 - (2) a requesting party is a party that has violated the Terms, etc., in the past and has therefore been subjected to suspension of the Service;
 - (3) a requesting party has violated any other terms, guidelines, etc., that have been set by us or by our group, either in the past or at present;
 - (4) information that is not accurate, or false information, is contained in the content registered;
 - (5) a requesting party interferes with our operation or service provision or the use by other users, or otherwise commits an act hindering such use, or we deem that the requesting party might do so;
 - (6) a requesting party, who is already using the Service, redundantly makes a request for use;
 - (7) a requesting party has defaulted on the payment of any financial obligation to us in the past;
 - (8) a requesting party is found to be a party as prescribed in any of the items of Article 11, paragraph 1; or
 - (9) we otherwise deem the requesting party to be inappropriate.
8. An agreement concerning the Terms, etc., shall be deemed to have been established at the point in time at which the requesting party makes a request with us and we then approve the same. As a result of the establishment of said agreement, the user will be granted the use of the Service.
9. We will assume no liability with respect to any damage that may have occurred to a user as a result of us not approving the user registration.

Article 5. (Change to Registered Information)

Where there is a change to the registered information, the user must immediately change the same and shall be responsible for managing and correcting the registered information

so as to ensure that accurate information on the user is registered at all times. Where, despite the fact that there is a change to the registered information, no change has been made, we shall be allowed to handle the registered information as if there were no change thereto. Even where a change notice is given, we shall be allowed to rely on the pre-change information in handling any transaction, or procedure of any kind, that is performed before the registration of the change.

Article 6. (User ID and Password Management, etc.)

1. A user shall manage the user ID and password (which means the Rakuten Member ID and password if the user uses such ID and password; hereinafter the same) at the user's own responsibility and expense and may not have a third party use, or transfer, sell, pledge, loan or rent, or otherwise dispose of the user ID and password, irrespective of any other form.
2. Liability for any damage due to divulgence, error in use, use by a third party, fraudulent access, etc., in relation to information that may occur due to the insufficient management of the user ID and password shall be incurred by the user, and we will assume no liability therefor. If by any chance any damage occurs to us as a result of the ID and password being misused, the user shall compensate us for said damage.
3. If the user ID and password information is, or may have been, divulged to a third party, the user shall promptly notify us, and if any instruction is given by us, the user shall comply therewith.

Article 7. (Booking for Lodging Establishment)

1. In response to a request from a booking customer through the use of the Service, we will, through intermediation in accordance with the Standard Terms and Conditions of Travel Contracts (Section on Arranged Tour Contracts), book a lodging establishment posted on the Service by a host.
2. The timing, content and conditions of an agreement on the booking arrangements for a lodging establishment as prescribed in the preceding paragraph shall be governed by the Terms, etc., as well as by what is set forth in the Standard Terms and Conditions of Travel Contracts (Section on Arranged Travel Agreements) and the Standard Form Travel Agent Contract, which we separately issue or present to the booking customer (hereinafter referred to collectively as "travel agreements").
3. Any information on the lodging establishment, incidental services, itinerary, etc., that may be put up on the Service is what has been put up by the host or by our partner, and we will provide no guarantee whatsoever as to the truthfulness, accuracy, utility, reliability, etc., of such information beyond the scope required of us by law.
4. Any vacancy information, travel prices (accommodation prices) and any other terms and conditions for a lodging establishment that may have been posted on the Service may from time to time be at odds with such terms and conditions that are presented by the host on other websites, etc., in relation to the same lodging establishment, and we do not guarantee that any terms and conditions presented on the Service are the most favorable terms and conditions for any booking customer.

Article 8. (Method of Travel Price Payment)

A booking customer shall settle the payment of any travel price (accommodation price and arrangement service charges) by a method as set forth in the Standard Form Travel Agent Contract.

Article 9. (Prohibited Acts)

1. In the course of using the Service, a user may not commit an act indicated in any of the following items (including any act that we deem any of the same applies to):
 - (1) an act of violating the Terms, etc.;
 - (2) an act of infringing on any right of or causing any disadvantage or discomfort to, us or any other Rakuten group company, another user, or any other third party;
 - (3) an act of failing to perform an obligation to a host or us, such as a payment of a travel price, service charge or cancellation charge;
 - (4) an act of impeding communications from a host or us, such as registering false or fictitious contact information or intentionally failing to respond;
 - (5) an act of using the Service with the aim of organizing a tour, reselling to another party, or for any other commercial purposes (excluding the host service);
 - (6) an act of using the Service in any manner other than what is approved by us;
 - (7) an act of sending any spam mail, chain letter, junk mail, etc.;
 - (8) an act that would run afoul of any law or regulation or public order and decency; or
 - (9) any other act that may be prohibited, or be deemed to be inappropriate, by us.
2. If we judge that any one of the acts under the items of the preceding paragraph applies to a user, we shall be allowed to subject said user, without giving notice in advance, to suspension of the Service or revocation of the membership of said user, and even if harm of any kind occurs to said user as a result thereof, we will assume no liability.

Article 10. (Disclaimer of Liability)

1. We will assume no liability for, and will not be involved whatsoever with, any problem that we have no responsibility for that may have arisen between users in connection with the Service, except as otherwise set forth in the Terms, etc. If by any chance any problem occurs, the same shall be resolved by and between the users, and if we suffer any damage as a result of said problem, the parties involved shall jointly and severally compensate us for said damage.
2. In the event that any court case, complaint, claim, or any other dispute, arises between a user and a third party in connection with the Service, the user shall resolve the same at its own responsibility and expense and we will not be involved whatsoever with such dispute. The user shall agree that the user should jointly and severally incur any and all such costs and compensation and damages, etc., that may have occurred, whether directly or indirectly, including any lawyer fees that may have occurred to us for the purpose of addressing such dispute.
3. We will assume no liability for any damage that may have occurred to any customers in the event that part or the whole of the Service stops due to any occurrence including but not limited to: an act of God; war; terrorism; riot; the establishment, amendment or abolishment of any law or regulation, or rule; any intervention of or an order from governmental authorities; contagious disease; power outage; any interruption, delay, suspension, or data loss, due to a malfunction, system maintenance, etc., of a telecommunication line or computer, etc.; unauthorized access to data; transit accident; labor dispute or; accident involving facilities.
4. We will assume no responsibility, including but not limited to responsibility for the accuracy, recency, utility, reliability, or fitness to any particular purpose, of the Service, and for non-infringement on the rights of third parties, beyond the scope prescribed by the Travel Agency Act, and no guarantee of any kind will be provided therefor.

5. We provide no guarantee that any mail or content to be sent from our webpages, servers, domains, etc., should contain nothing malicious, such as a computer virus.
6. When using the Service, a user must, at the user's own expense, prepare and set up an environment for use on the side of the user, such as a network, computer, software, etc., used by the user. We will assume no liability for the setting of any environment for use, etc., by the user, or for any damage, etc., that may have occurred due to any environment for use, etc., by the user.
7. We will have no liability for any damage that may have occurred as a result of the system interruption, delay or suspension, or data loss, due to a malfunction of a telecommunication line or computer, etc., or as a result of unauthorized access to data, before the establishment of travel agreements, or for any damage that may have occurred to the user in connection with the use of any content on the Service, except as otherwise prescribed in the travel agreements.
8. We will assume no liability for any damage that may have occurred as a result of the failure of any e-mail sent by us to arrive at a user due to any flaw in the e-mail environment, or communication pathway, of the user.
9. We shall be allowed to interrupt or stop the whole or part of the supply of the Service without giving notice in advance in the event that regular maintenance or emergency maintenance is performed for the system, the system is overloaded, the need to safeguard user security arises, or we otherwise judge that it is necessary. In such case, we will assume no liability whatsoever for any damage that may have occurred to users.
10. We will provide no guarantee whatsoever to users over the truthfulness, accuracy, reliability, etc., of any information concerning tourism that may be put up on the Service by us or by a user, and will assume no liability for any damage that may have occurred to any user by reason of such information.
11. Even if by any chance we are to provide compensation for any damage in connection with the Terms, etc., such damage shall be limited to direct and ordinary damage, except as otherwise set forth in the travel agreements, or except in the case of any intent or gross negligence on our part.

Article 11. (Anti-Social Forces)

1. A user shall affirm that none of the following currently applies, and shall not apply in the future, to the user:
 - (1) the user is a party who is, or of which a director or employee is, an organized crime group or an organized crime group member, has ceased to be an organized crime group member since less than five (5) years ago; is a quasi-member of or a company affiliated with an organized crime group, a corporate racketeer, etc., a racketeering organization purported to be engaging in social activism, etc., or a special intelligence organized crime group, etc., or is any other party analogous thereto (hereinafter referred to collectively as "organized group member, etc.");
 - (2) the user has any connection that can be deemed to imply that an organized crime group member, etc., is effectively involved with corporate management;
 - (3) the user has any connection that can be deemed to imply the use of an organized crime group member, etc.;
 - (4) the user has any connection that can be deemed to imply that the user has any involvement with an organized crime group member, etc., such as providing funds, etc., or offering any benefits; or

- (5) any director, or any person who is effectively involved with corporate management, has any socially reproachable connection with an organized crime group member, etc.
2. A user shall affirm that the user should not himself/herself/itself, or by using a third party, commit any act to which any of the following items applies:
 - (1) an act of making a demand violently;
 - (2) an act of making an improper demand beyond legal responsibilities;
 - (3) an act of engaging in threatening language or conduct, or using violence, in connection with a transaction;
 - (4) an act of discrediting us, or obstructing our business, by spreading a rumor or using fraudulent means or force;
 - (5) any other act analogous to any act under the preceding items.
3. If, or if we judge that, a user runs afoul of any of the preceding items, we shall be allowed to temporarily suspend the use of the Service by the user, or to invalidate the user qualification. In such case, it shall suffice if we notify the user that the step taken is one pursuant to this paragraph and we shall be under no obligation to provide the user with any explanation or disclosure whatsoever as to the grounds for our decision and will assume no liability whatsoever for any damage that may have occurred to the user as a result of or in connection with said step.

Article 12. (Suspension of Qualification)

1. In the event that, or if we judge that, any of the circumstances indicated in the following items comes to apply to a user, we shall be allowed to take steps without prior notice, such as invalidating the user qualification, deleting the whole or part of the content or information relating to the user, or refusing access to, or restricting functions, etc., of the whole or part of the Service; even where such steps are taken, we shall be under no obligation to explain the grounds therefor:
 - (1) a user violates any law or regulation or the Terms, etc.;
 - (2) a user commits a wrongful act;
 - (3) the information registered by a user is false information;
 - (4) a user fails to perform procedures, or to provide us with notification, that is required under the Terms, etc.;
 - (5) the information registered by a user overlaps any existing registration;
 - (6) a user fails to submit a document that verifies or proves the information registered;
 - (7) a user can no longer be contacted;
 - (8) a user becomes insolvent, no longer has financial means, declares inability to pay debts, or becomes unable to pay debts;
 - (9) a demand is made by either a payment service provider or a collection service, or both, that the use of the Service by the user should be stopped, or action is taken to stop the provision of payment settlement services to the user;
 - (10) a user has a petition filed against it for the commencement of bankruptcy proceedings, the commencement of civil rehabilitation proceedings, the commencement of corporate reorganization proceedings, the commencement of a special liquidation, or the commencement of any other applicable insolvency procedures, is dissolved or has its business suspended;
 - (11) a user is a party that has violated the Terms, etc., in the past and has therefore been subjected to suspension of the Service;
 - (12) a user unduly disturbs another user or a third party;

- (13) We find more than a certain number of entry errors made in the course of password entry;
 - (14) a user becomes a party to which any one of the items of Article 11, paragraph 1 applies;
 - (15) a user lacks the ability to validly exercise his/her legal capacity (excluding cases in which the ability is complemented by consent from his/her statutory agent, etc.); or
 - (16) we otherwise find the user to be unsuitable as a user.
2. We shall be allowed to ban a user whose user qualification is invalidated from using and accessing the Service to be offered by us in the future.
 3. We will assume no liability for any damage that may occur as a result of any step under this Article, whether directly or indirectly.

Article 13. (Personal Information)

We shall handle personal information concerning users in accordance with the Personal Information Protection Policy, which is prescribed separately (https://vacation-stay.jp/info/privacy_policy.pdf), and no user other than those who agree to said Personal Information Protection Policy may use the Service.

Article 14. (Interruption, End or Modification of Service)

1. Where any one of the circumstances indicated in the following items applies, we shall be allowed, without notifying users in advance, to temporarily interrupt the whole or part of the Service; on such an occasion, we will assume no liability even if any damage occurs to a user:
 - (1) the provision of the Service becomes impossible due to the occurrence of any problem or failure in the server, telecommunication line or any other device, or on other such grounds;
 - (2) maintenance, inspection, repair or modification of the system (including but not limited to servers, telecommunication lines and power sources, and buildings, etc., that contain the same) is performed on a regular or emergency basis;
 - (3) the provision of the Service becomes impossible due to a fire, power outage, etc.;
 - (4) the provision of the Service becomes impossible due to an act of God, such as an earthquake, eruption, flood or tsunami;
 - (5) the provision of the Service becomes impossible due to war, insurgency, riot, commotion, labor dispute or any other force majeure;
 - (6) the provision of the Service becomes impossible due to any law or regulation, or any step pursuant to a law or regulation; or
 - (7) we otherwise deem the temporary interruption of the Service to be necessary for operational or technical purposes.
2. We shall be allowed to end or modify the whole or part of the Service at any time on discretionary grounds without notifying users in advance. We will assume no liability to any users or third parties for any damage that may be caused by the end or modification of the Service.

Article 15. (Intellectual Property Rights and Content)

1. Rights relating to any and all materials that compose the Service are vested in us or in such third party that holds said rights. Users shall not be allowed to commit any act whatsoever in connection with any and all materials that compose the Service that may infringe upon rights associated with content materials, including but not limited to property rights,

copyrights and any and all intellectual property rights, image rights, publicity rights, etc., without permission from rights holders. The license to use the Service under the Terms, etc., does not imply any license to use any of our rights, or rights of any third party that holds said rights, in connection with the Service.

2. We shall be allowed to use at will, for the purpose of the advertisement, operation, etc., of the Service, any photographs, information, etc., that may be registered or posted by a user. The user shall not exercise moral rights in relation to such use by us.
3. We shall be under no obligation to perform backups of any content. Where it is necessary to back up any content, the user shall do so at the user's expense and responsibility.
4. If we judge that a user has violated the Terms, etc., or has committed any inappropriate act in the light of the intent of the Terms, etc., we shall be allowed to modify or delete, without prior notice, any and all such content that has been posted by said user.
5. No user may advertise, publicize or engage in marketing or promotional activities in relation to (including but not limited to the use of paid search (e.g., listings and display advertising) and SEO activities)) the Services, the website used in the Services or any other materials that constitute the Services without our prior written permission.

Article 16. (Assignment of Status, etc.)

1. A user may not assign, transfer, establish a security interest in, or loan to a third party, or dispose of by any other means, the rights and obligations under the Terms, etc., and the contractual status under the Terms, etc., in whole or in part, except where prior written approval is given by us.
2. Where we assign the business associated with the Service to a third party (including any assignment of business, company split, or any and all other cases in which the Service is transferred), we shall be allowed to assign, upon the assignment of said business, the contractual status under the Terms, etc., the rights and obligations under the Terms, and the information registered as a result of user registration, as well as other information, of users, to the assignee of said business, and users agree in advance to such assignment.

Article 17. (Change of Terms, etc.)

We shall be allowed to revise the Terms etc., without prior notice to users and will, after revising the Terms, etc., apply the revised Terms etc.

Article 18. (Governing Laws)

The Terms, etc., shall be interpreted in accordance with the laws of Japan, and in the event that a lawsuit becomes necessary in connection with the Terms, it is agreed that the Tokyo District Court or the Tokyo Summary Court shall be the court with exclusive jurisdiction in the first instance.

If there is any discrepancy or conflict between the English version and the Japanese version of the agreement herein, the Japanese version shall take precedence.

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