

## **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 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 Group, 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 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 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 Group, 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 may not 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.
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 on reasonable grounds 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.

#### **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 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 8 - 2. (Payment by a Credit Card)**

1. If an individual Service has restrictions on the credit cards that can be used, such provision shall apply.

2. A credit card that can be used for the payment under Paragraph 1 shall be limited to a credit card in the name of the booking customer him/herself.
3. The booking customer shall not use other people's credit card, enter false credit card information or engage in any act that is deemed by us to be inappropriate. We may seek damages from the booking customer, if we suffer from any damages due to such act committed by the booking customer.
4. If a card company refuses to accept the use of a credit card used or selected to be used by the booking customer for the payment of payment for whatever the reason, or if we consider on reasonable grounds, based on the standards specified by us, that the use of the credit card is inappropriate, we may change the method of payment, cancel the reservation or take any other measures we consider necessary without the booking customer's consent.

#### **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.

#### **Article 10. (Disclaimer of Liability)**

1. 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.
2. 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.
3. We will provide no guarantee, 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.
4. Except as otherwise provided in these Terms, we shall not take any part in any troubles that may occur between the users in connection with the Services for which we are not responsible. Should any trouble occur, the users shall resolve the issue between themselves, and if we suffer any damages as a result of such trouble, the parties in trouble between users shall jointly and severally compensate for such damages.

5. 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; except where there is any cause attributable to us.
6. If any damage is caused to users due to reasons attributable to us, we shall compensate such damage.
7. Even if the damage is caused to the user due to reasons attributable to us, the damage to be compensated shall be limited to the direct and ordinary damage actually caused, unless it is due to the willful misconduct or gross negligence of us.

#### **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 reasonable grounds, 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, suspending 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 reasonably find the user to be unsuitable user based on reasonable grounds.
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 may discontinue some or all of the Services and terminate this Terms. In such cases, we will provide information to users at an appropriate time, using an appropriate method, taking into consideration the effect thereof and the operational status 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 may revise any or all of the Terms, etc. or prescribe additional terms or conditions to the Terms, etc. In such cases, we will provide information to users at an appropriate time, using an appropriate method, taking into consideration the effect thereof and the operational status of the Service.

**Article 18. (Governing Laws and Jurisdiction)**

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.

Enactment Date : 15<sup>th</sup> June, 2018

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Revision Date : 1<sup>st</sup> June, 2023



## **Terms and Conditions of Coupon Service**

### **Article 1. (Purpose)**

1. This Terms and Conditions shall set forth matters for providing Coupon and the related services (hereinafter referred to as the "Services") to Users on Vacation STAY managed and operated by Rakuten STAY, Inc. (hereinafter referred to as the "RS"), and are subordinate to the Vacation STAY Service Terms (hereinafter referred to as the "VS Terms").
2. In relation to the use of the Services, Users shall comply with the terms hereunder, as well as with VS Terms and any other terms, rules and guidelines that are subordinate to the VS Terms hereunder (hereinafter referred to collectively as the "Terms, etc.>").
3. Matters not stipulated in this agreement shall be governed by VS Terms.

### **Article 2. (Coupon)**

1. "Coupons" mean coupons issued by RS, which can be used at the Vacation STAY (hereinafter referred to as the "designated websites").
2. Users are able to use Coupons in the manner prescribed by RS when the conditions of use specified by RS are satisfied.
3. Coupons can be used only on Vacation STAY.
4. RS shall separately determine for each Coupon the conditions for granting Coupons, the content of Services that Members can receive with Coupons, the valid period of Coupons, conditions of use and other conditions. Members shall use Coupons after confirming these conditions each time of receipt.
5. When Users satisfy the granting conditions prescribed for each Coupon, RS shall grant Coupons to Users.
6. When RS designates Coupons acquisition method, including clicking at a given website, inputting URLs and others, Members shall follow the predetermined procedures to acquire Coupons.

### **Article 3. (Management of Coupons)**

1. RS shall announce to Users the number and content etc. of Coupons held by Users in the prescribed method.
2. The final decision on the number and content of Coupons in the preceding paragraph shall be made by RS, and Users shall follow such decision.

### **Article 4. (Prohibitions on Transfer of Coupons)**

1. Users may not transfer to third parties or pledge Coupons they hold or share Coupons among Users.
2. A user with multiple membership registration may not transfer Coupons owned in one membership registration to another, or total such Coupons.

### **Article 5. (Cancellation or Extinguishment of Coupons)**

1. When RS judges that Users fall under any of the following, RS may cancel a part or all of Coupons held by Users without prior notification.
  - (1) If, after Coupons are granted, it becomes clear to RS that Users do not satisfy the conditions for granting of Coupons.
  - (2) In the event that Users conduct illegal acts or misconduct.

- (3) In case where Users violate these Terms, etc. or other terms or rules etc. established by RS.
  - (4) Otherwise RS deems it appropriate to cancel Coupons granted to Users.
2. Unless Users use Coupons during the valid period defined for each Coupon, Coupons shall be automatically expired.

#### **Article 6. (Use of Coupons for Settlement)**

1. In the case that the conditions of use for Coupons held by Users are satisfied in the use of Vacation STAY, Users may apply Coupons to all or a part of the payment of the travel price (including consumption taxes, VAT and other taxes, the same applies hereinafter); provided, however, that Users cannot apply Coupons in the following case:
  - (1) in the case that it is specified that coupons are not applicable on the page of accommodation services described at the time of booking;
  - (2) in the case that Coupons are not displayed as available on the site described at the time of booking;
  - (3) in the case that the use of Coupons is not recorded on the server of RS regardless of the reasons; or
  - (4) beyond the items listed in the preceding items, cases specified by RS.
2. Users cannot request for applying Coupons to RS when Users complete a booking without using Coupons.
3. Users cannot request to RS and the counterpart of the transaction for refunds (regardless of money, Coupons and any other methods) of the difference between Coupons and the travel price or the provision of additional services even if the amount that can be applied to payment with Coupons and the amount of other profits exceed the travel price.

#### **Article 7. (Calculation of Rakuten Point in the use of Coupons)**

Rakuten Point newly awarded to Users when the Users books and receives Accommodation services provided by Hosts shall be calculated based on the amount obtained by deducting the amount equivalent to Coupons and consumption tax from travel price described on the booking page.

#### **Article 8. (Cancellation of Bookings with Coupons)**

1. Users cannot cancel the use of Coupons when Users complete the booking with using Coupons.
2. If Users wish to cancel or change the booking using Coupons, Users shall perform the necessary procedures in accordance with the provisions of these Terms. In the case that the booking using Coupons is cancelled or changed, RS will return Coupons to Users; provided, however, that this does not apply for the case the validity period of Coupons specified by RS has expired and other cases specified by RS.
3. In the case that Users change a booking using Coupons and the changed booking does not meet the conditions of Coupons specified by RS, Users may be required to settle the difference when using accommodation services.
4. In the case that a cancellation fee or other burden is incurred due to a change or cancellation of a reservation, Users cannot use Coupons to pay the change fee or cancellation fee.

#### **Article 9. (Prohibition on Cashing Coupons)**

Users may not cash Coupons in any circumstances.

**Article 10. (Use of Coupons by Third Parties)**

1. Coupons held by Users may only be used by that Users, and not by a third party.
2. If user IDs and passwords entered when using Coupons are confirmed to be identical to the registered user IDs and passwords in a manner prescribed by RS, RS shall deem it Users' use of Coupons. Even if it is used illegally by a third party, RS shall not return Coupons and shall not be held responsible for any losses incurred by Users.

**Article 11. (Taxes and Expenses)**

Users are responsible for taxes and incidental expenses incurred as a result of acquisition, use and exchange for the Privileges of Coupons.

**Article 12. (Loss and Suspension of Membership Qualification)**

In the event that Users lose membership qualification, all Coupons held by Users shall be expired, as well as the right to use Coupons for Settlement, the right to exchange Coupons for the Privileges and all other rights associated with use of the Services.

**Article 13. (Exemptions)**

RS shall be liable only for direct and ordinary damages, except for cases caused by the intentional or gross negligence of RS, for damages caused to Users regarding the use of the Coupons, and RS shall be liable up to the price that Users should pay to RS regarding the transaction.

**Article 15. (Changes in the Services)**

RS may change the content of the Services or the conditions of provision of the Services (including, but not limited to, abolition of Coupons, suspension of use of Coupons, suspension of issuing Coupons, and change in Coupons content, and changes of the designated websites), or terminate or suspend the Services without prior notice to Users. In this case, RS will provide information to Users at an appropriate time, using an appropriate method, taking into consideration the effect thereof and the operational status of the Services.

Established on June 15th, 2021

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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.