

The Standard Form Travel Agent Contract hereunder constitute a written description of the transaction terms as prescribed in Article 12-4 of the Travel Agency Act, and where travel agreements concerning arrangements for accommodation-service-only domestic travel (as defined in Article 2, paragraph 2 of our Standard Terms and Conditions of Travel Contracts) are established, will form part of a written agreement as prescribed in Article 12-5 of said Act.

The terms defined in the section on Arranged Travel in our Standard Terms and Conditions of Travel Contracts (hereinafter referred to as "our General Terms and Conditions") are used in the Standard Form Travel Agent Contract.

Article 1. (Arranged Travel Agreement)

1. A trip to be covered under the Standard Form Travel Agent Contract shall be a stay in a residence or other lodging establishment within Japan (hereinafter referred to simply as "lodging establishment") as may be intermediated by Rakuten STAY, Inc. (hereinafter referred to as "we," "us" or "our") on behalf of a customer.
2. As referred to in the Standard Form Travel Agent Contract, a "travel agreement" means an agreement under which we undertake to make arrangements, upon request from a customer, so that the customer is able to receive the accommodation service that is offered by a lodging establishment (including services incidental thereto) by intermediating the same on behalf of the customer.
3. The content of, and terms and conditions under, a travel agreement shall be subject to the Standard Form Travel Agent Contract and our General Terms and Conditions.

Article 2. (Request for Travel and Timing of Travel Agreement Establishment)

1. A customer who wishes to enter into a travel agreement with us shall make a request for booking by means of an online entry on "Vacation STAY," a travel booking site on the Internet that we operate (hereinafter referred to as the "Site"), in the fashion prescribed by us, for which no request fee will be required.
2. The timing at which a travel agreement is established shall be the point in time at which a customer makes a booking request, upon agreeing to the content of a travel agreement, and the travel terms and conditions, etc., that are set forth in the Standard Form Travel Agent Contract and on the page that presents the booking details on the Site (hereinafter referred to as the "Booking Details Page"), and said booking request is then approved by us. We shall, immediately after approval, display on the Site the fact that the booking has been made.

Article 3. (Request Conditions)

1. We shall display the following information on the Booking Details Page, the statement of which shall be deemed to form part of the Standard Form Travel Agent Contract:
 - (1) Details of the establishment to stay in and of the accommodations service;
 - (2) Travel itinerary;

- (3) Travel price and any other costs that are normally required for a stay;
 - (4) Cancellation fee, change fee, and any other conditions on travel agreement changes or cancellation, that are presented by the lodging establishment;
 - (5) Special precautions, if any, that relate to the maintenance of safety or sanitation at the travel destination; and
 - (6) Other travel conditions.
2. A customer shall confirm the information displayed pursuant to paragraph 1, as well as the Standard Form Travel Agent Contract and our Standard Terms and Conditions of Travel Contracts, and the Vacation STAY Service Terms, which are set forth separately, and shall make a travel booking upon agreeing to the same.
 3. After a travel agreement is established, we shall display the information in the respective items of paragraph 1 on the page on which the customer is to confirm the booking details (hereinafter referred to as the "Booking Confirmation Page").

Article 4. (Issue of Written Description of Transaction Terms and Written Agreement)

We shall put up on the Site the information that is stated in the Standard Form Travel Agent Contract (including the information in the respective items of Article 3, paragraph 1 that is stated on the Booking Details Page and on the Booking Confirmation Page; the same in the following paragraph), in lieu of issuing a written document containing the same, and the customer shall make absolutely sure to review them at the time of making a request, and keep, the same. The customer shall agree that we will notify the customer of the agreement content by such means.

Article 5. (Payment of Travel Price)

1. A travel price means the accommodation fee for the accommodation service that is arranged by us and any other costs payable to the lodging establishment (which will hereinafter be referred as "accommodation price" and normally includes service charges and consumption taxes) and the travel agency administration fees that are prescribed by us (excluding any change processing fee and cancellation processing fee).
2. The accommodation price in relation to travel pursuant to the Standard Form Travel Agent Contract shall be paid by one of the following methods as selected by the customer from the payment options displayed on the Booking Details Page:
 - (1) making a payment to us by a credit card in accordance with the communication agreement as set forth in Article 6;
 - (2) making a payment directly to the lodging establishment at the time of the stay; or
 - (3) any other method as may be otherwise set forth on the Booking Details Page.

Article 6. (Communication Agreement)

1. A "communication agreement" means a travel agreement as may, upon request for travel by means of

online entry, be entered into by us (or a party that acts for us in making arrangements in accordance with Article 4 of our General Terms and Conditions; hereinafter the same in this Article) with a card member of a partnering credit card company (including cases of partnership through a credit card payment processing service that has a contract with us) (such card member to be hereinafter referred to as "member") on the condition that the payment of a travel price, etc., is received by means of the credit card of the member without the member's signature on a prescribed bill.

2. A communication agreement shall be subject to the following terms and conditions in addition to the travel terms and conditions under a regular travel agreement:
 - (1) A member should, when making a request, inform us of the card name, the member's card number, expiry date of the card, etc., by the means prescribed by us;
 - (2) The date on which the member is, or we are, to perform the payment of a travel price, etc., or a refund obligation, pursuant to the communication agreement (card transaction date) shall be as follows:
 - (i) For a travel price to be paid by the member: Date on which the agreement is established;
 - (ii) For any additional cost to be paid by the member: Date on which we inform the member of the amount to be paid; and
 - (iii) For a refund to be paid by us: Date on which we inform the member of the amount to be refunded; and
 - (3) Where a payment cannot be settled with the credit card of the customer, we shall be allowed not to agree to enter into a communication agreement.

Article 7. (Change of Content of Travel Agreement)

1. If a customer requests a change to the travel itinerary, accommodation service details or any other content of a travel agreement, we shall comply with the request as much as possible.
2. Where a customer wishes to request a change under the preceding paragraph, the customer shall make a request for the change on the "Travel List" page of the Site. If the change cannot be made on said page, however, the customer shall contact the contact point prescribed by us.
3. The customer shall, pursuant to the cancellation policy stated on the Booking Details Page (hereinafter referred to as the "presented cancellation policy"), pay any change fee, penalties, etc., as may arise as a result of the change of the travel details under paragraph 1. While the presented cancellation policy is as a general rule based on the general accommodation terms and conditions of the lodging establishment, it may from time to time differ from said general terms and conditions by reason of a special stipulation with the lodging establishment, in which case the presented cancellation policy shall take precedence.
4. Any increases or decreases in the accommodation price as may arise as a result of the change of the content of the travel agreement under paragraph 1 shall be attributed to the customer.

Article 8. (Voluntary Rescindment of Travel Agreement by Customer)

1. A customer may at any time rescind the whole or part of the travel agreement.
2. Where the customer effects the rescindment under the preceding paragraph, the customer shall make a request for cancellation on the "Travel List" of the Site. If the change cannot be made on said page, however, the customer shall contact the lodging establishment directly.
3. The customer shall, pursuant to the presented cancellation policy stated on the Booking Details Page, pay any cancellation fee, penalties, etc., as may arise as a result of the rescindment of the travel agreement under paragraph 1. This shall apply likewise to a case of a no show. While the presented cancellation policy is as a general rule based on the general accommodation terms and conditions of the lodging establishment, it may from time to time differ from said general terms and conditions by reason of a special stipulation with the lodging establishment, in which case the presented cancellation policy shall take precedence.

Article 9. (Rescindment of Travel Agreement on Grounds Attributable to Our Fault)

If it becomes impossible to arrange an accommodation service on grounds attributable to our fault, a customer may rescind the travel agreement.

Article 10. (Our Liability)

1. The scope of our liability shall be limited to the acts of arrangements that are stated in Article 1, paragraph 2, except as otherwise stipulated.
2. If a customer suffers any damage from any intentional or negligent act by us or by our arrangement agent in the course of the performance of a travel agreement, we shall compensate the customer for said damage. This shall apply, however, only if we are notified within two (2) years counting from the day immediately following the occurrence of the damage.
3. If a customer suffers any damage due to an act of God, warfare, riot, stop of the accommodation service offering by the lodging establishment, booking cancellation due to overbooking at the lodging establishment, or an order from public authorities, or on any other grounds in which neither we, nor our arrangement agent, could have any involvement, we shall assume no liability for compensating the customer for said damage.
4. In the case of any damage under paragraph 2 as may have occurred in relation to hand luggage, we shall, notwithstanding the provision of said paragraph, provide compensation to a maximum of one hundred and fifty thousand (150,000) yen per customer (except where there is any intentional or grossly negligent act on our part) only if we are notified within fourteen (14) days counting from the day immediately following the occurrence of the damage.

Article 11. (Liability of Customer)

1. If we suffer any damage due to a customer's intentional or negligent behavior, or behavior that runs afoul of a law or regulation or public order and decency, we shall be allowed to make a claim for compensation against the customer for any and all damages that we may have suffered.

2. When entering into a travel agreement, a customer shall be obliged to try to understand the customer's rights and obligations, and any other content of the travel agreement, by using the information supplied from us.
3. For the purpose of smoothly receiving the accommodation service according to the information posted on the Site or under a written document as stated in Article 4 (hereinafter referred to collectively as the "written agreement" in this clause), if by any chance a customer recognizes, after starting the travel, that an accommodation service that is at odds with what is stated in the written agreement has been provided, the customer shall, while at the lodging establishment, be obliged to promptly notify us, our arrangement agent, or the lodging establishment in question, thereof.

End of Document

As of January 5, 2024

Registered Travel Agency No. 2137 approved by the Commissioner of the Japan Tourism Agency

Rakuten STAY, Inc.

NBF Shinagawa Tower, 2-16-5 Konan, Minato-ku, Tokyo

A full member of the Japan Association of Travel Agents

Keisuke Saito, Certified Travel Supervisor

(If we receive a request from a customer, an explanation will be given by the person named above.)

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.