

## TERMS AND CONDITIONS

### 1. Definitions

These Terms and Conditions (hereinafter the "Terms") is by and between My Japan Guide. (Hereinafter "My Japan Guide" "we", "us", "our"), and the participating party (hereinafter the "Client(s)", "you" named on the electronic registration), apply to any services you have booked with or purchased from us or an authorized agent acting our behalf, and govern the contractual relationship between you and us with respect to any such services (hereinafter, the "Product(s)").

"Product(s)" refers to the tours, events, workshop, seminar the Client has registered to attend. "Guide(s)" refers to the person or persons leading the tours.

### 2. Terms

Please read these Terms carefully as by booking any Product with My Japan Guide you acknowledge that you:

1. have read and understand these Terms, and
2. indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Products with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all Clients named in the booking (including minors and those under a disability) and participating in any Products, and by such participation all Clients indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other Clients named in such booking. These Terms constitute the entire agreement between the Client and My Japan Guide with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

### 3. Booking

A booking is confirmed and these Terms shall apply when My Japan Guide, or an authorized agent acting on our behalf, have received the applicable full payment from the Client and the Client has received written confirmation from My Japan Guide of such booking. The Client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by My Japan Guide to confirm such booking. Any Client confirming a booking on any Products with more than one Client named and booked on such booking represents and warrants to My Japan Guide that:

1. they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so;
2. the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with My Japan Guide for the purposes of completing the booking; and

3. they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with My Japan Guide.

At any time before a booking is confirmed, we reserve the right to increase or decrease brochure prices of any Products. My Japan Guide or their agents reserve the right to decline any booking, in their sole discretion.

4. **Payment**

In order to confirm your booking, the applicable full payment must be paid at the time of booking. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will terminate all arrangements.

5. **Cancellation by you**

Should you need to cancel you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices (Japan time). Notification may be given by e-mail. You can cancel your booking for no charge up to 14 days prior the tour day. Beyond that deadline 50% 13-4 days prior to the tour and 100% if the cancellation request is made within a period 3-0 days prior to the tour. The refund excludes cancellation charges and a 5% transaction fee.

6. **Cancellation by us**

We run our tours in all weather conditions: rain, snow, wind, heat. However, walking and shooting under heavy rain is never fun. If we deem it necessary to cancel your tour because the weather is too bad we'll make our utmost to reschedule it to another day. Otherwise, we'll give you a full refund

7. **Force Majeure**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these terms and conditions, "force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemic, closure of airports or airspace and all similar events outside our control.

8. **Liability**

We are not responsible for injury, theft, loss, accident or delay which may occur by defect or default or any other cause through the acts of any company or individual conveying the Client or carrying out any aspect of a Product. My Japan Guide does not accept responsibility for losses or expenses due to force majeure. All such losses or expenses are the responsibility of the Client. We are not responsible for any other Client's preparation expense including credit card fees

9. **Health & Physical Condition**

It is your responsibility to assess the appropriateness of the Product's activities with regard to your own physical and mental abilities. Each Client guarantees that they do

not have any physical, mental and/or other condition that would endanger themselves, the Instructor(s) or another Client. We cannot be responsible for Clients who, after participating in a Product, find that they cannot participate in the said Product activities. If My Japan Guide its designees determine, at our sole discretion, that a Client cannot complete the Product's activities, the Instructor may ask the Client's withdraw or remove the Client from the Product's course at any time without refund. My Japan Guide and its designees reserve the right in our sole discretion to remove, accept or decline to accept any Client on a Product at any time.

#### **10. Behaviour and damage**

##### **1. Damage**

You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made directly and as soon as possible. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

##### **2. Behaviour**

We expect all Clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate our obligations toward you. In this situation, the Client(s) concerned will be required to leave the ongoing activities of the Product. We will have no further responsibility toward such Client(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Consumption of alcohol or other intoxicants during the course of a Product is strictly prohibited. If at any time a Client engages in such activity he/she may be asked to leave; no refund shall be offered. Arriving intoxicated is also grounds for immediate dismissal without refund.