

## J-TripGateway Applications Terms of Use

### Article 1: Scope of Terms of Use

Users of the mobile phone application (hereinafter referred to as the “Application”) provided by Rakuten Communications Corporation (hereinafter referred to as the “Company”), as well as the web browser “J-TripGateway” (hereinafter referred to as the “Applications” in combination with the “Application”) provided via the internet, are required to accept the terms and conditions of the Terms of Use herein (hereinafter referred to as the “Terms of Use”) in advance.

Section 2. The Company may change conditions for providing the Applications stipulated by the Terms of Use. In such instances, the charges, as well as the terms and conditions under which services are provided shall be according to the Terms and of Use after such changes.

### Article 2: Descriptions of Applications

The Applications shall be provided as services that are associated with the J-TripGateway service (hereinafter referred to as the “Main Service”) under the J-TripGateway Terms of Service separately stipulated by the Company.

Section 2. The Applications shall be provided as mobile phone terminal applications (that is, those applications that can be used on mobile phone terminals running on Android OS or iOS; the version of compatible operating systems can be verified by accessing the store for applications of respective operating systems) with functions for introducing tourist destinations in Japan as well as the charging function stipulated by the Main Service (hereinafter referred to as the “Charging Function”), as well as a web browser used via the internet.

Section 3. The Company may change the Applications without advance notification to the users.

Section 4. Users must install the Application on the mobile phone prior to using the Application.

Section 5. Users must maintain the latest version of the Application at all times. The communication charges applied to data communication consumed by Users in order to update the Application shall be borne by the Users.

Section 6. Users must create their own accounts in order to start using the Applications.

### Article 3: Charging Function

The use of the Charging Function for the Main Service, conducted with the Applications,

shall be according to the Terms of Service for the Main Service.

Section 2. Once the onerous charging operation for charges stipulated by the Terms of Service for the Main Service is completed, the details on the credit card issuing company specified by the user are reviewed and once approved, the Company shall commence charging such credit card for the purpose of settling charges.

Section 3. In the event the Charging Function is used and the settlement is executed by the Company, there will be no refunds, regardless of reasons.

#### Article 4: Suspension of Use

The suspension of use for the Applications shall only occur by user implementing procedures to withdraw the account. The account and charges associated with such account cannot be restored once the account has been withdrawn.

Section 2. Even if the onerous charging stipulated by the Main Service is performed and if the credit card specified by the user does not honor the transaction, the use of the Applications will not be suspended immediately. This does not apply, however, in the event the action taken by the user is considered to correspond to prohibited matters as prescribed under Article 6 hereof either by the credit card issuing company or the Company.

Section 3. The Company may temporarily suspend the provision of the Applications or updating of the Application, for the purpose of maintenance and improvements. Furthermore, the Company may also suspend the provision of the Charging Function of the Applications during emergency due to force majeure or the like.

#### Article 5: Discontinuance of Applications

The Company may discontinue providing the Applications stipulated by the Terms of Use.

Section 2. The Company shall assume no responsibility whatsoever associated with the discontinuance of providing the Applications as described under the preceding section, even if losses and damages are sustained by the contracting parties.

#### Article 6: Prohibited Matters

Actions described below must not be taken by users by using the Applications:

- (1) Installing the Applications on a mobile phone terminal without consent from the user of such terminal device or to use the Applications without consent from user of such terminal device;
- (2) Forcing other person to install the Application on a terminal device without justifiable

reason;

- (3) Using the Applications to use and control a terminal device for which the user has no right for use, without any justifiable reason;
- (4) Sub-licensing the use of the Applications to third parties;
- (5) Infringing or engaging in an activity that can potentially infringe on copyrights, trademark rights and any other rights whatsoever that belong to the Company or a third party, which are used in association with the Applications;
- (6) Reverse engineering, reverse compiling or reverse assembling, amending, translating and any other act of modification;
- (7) Disrupting or causing confusion in the server or network to which the terminal device is connected via the Applications;
- (8) Using or facilitating use of the Applications in unlawful means;
- (9) Taking actions for unlawful use of name and other information pertaining to individuals other than the user him or herself;
- (10) Taking actions that infringe on industrial property rights (patent rights, trademark rights, etc.), copyrights, corporate secrets and other such intellectual property rights;
- (11) Infringing on the credibility or honor of the Company or other entities, or actions that infringe on privacy rights, image rights and any other rights of other entities;
- (12) Taking actions that involve using the Applications for commercial purposes (except those that have been prescribed separately by the Company);
- (13) Taking actions that are in violation of laws, ordinances as well as public order and standards;
- (14) Taking actions that are in violation of the Terms of Use, aside from provisions stipulated under this article;
- (15) Taking actions or contents relating to actions that are deemed inappropriate by the Company.

Section 2. In the event a user using the Applications transitions from a website of our company to a website of a third party or an application provided by other parties (hereinafter referred to as the "Websites"), such a user shall abide by the terms of use provided by such Websites and the Company shall not be concerned with any problems that may arise between the administrator or owner of such Websites and the user. This does not apply, however, in the event the administrator or the owner of the website is the Company.

## Article 7: Intellectual Property Rights

Copyrights and intellectual property rights, such as trademark rights relevant to the Applications, are owned by the Company or a third party that has given consent to use such rights in association with the Applications. Furthermore, photographs, illustrations and the like displayed by the Applications are used by the Company according to the terms of consent for use provided by the supplier and users are prohibited from conducting any action that may infringe on such rights (including unauthorized copying, duplicating, selling, disclosing to general public as work created by the user, etc.).

## Article 8: Limitation on Liability

The Company shall not provide any guarantees or warranties, neither does the Company bear any responsibility whatsoever, pertaining to the completeness or accuracy of the Applications, neither for suitability of the Applications for specific purposes of users.

Section 2. The Company shall not provide any guarantees or warranties pertaining to the use of the Applications and shall not bear any responsibility whatsoever in the event the Applications are not usable or a part of the services become unavailable (including but not limited to failure of the Main Service, failure and defect of service provided by Websites, etc.). In the event the Applications cannot be used because of the inability to use the Main Service shall, the matter shall be dealt with according to provisions stipulated by the Terms of Service of the Main Service.

Section 3. The Company shall bear no responsibility whatsoever in relation to damages or losses sustained by any user in association with the use of the Applications, neither in relation to disputes, troubles or the like between the user and a third party. Losses and damages include but not limited to following matters:

- (1) Malfunctions and failures of the mobile phone terminal on which the Application is installed;
- (2) Loss or leak of personal information or data stored on the mobile phone terminal;
- (3) Leak of positional information of the mobile phone terminal;
- (4) Details, quantities and characteristics of products and services purchased or acquired by the user through the use of the Applications, and availability of such products and services for the mobile phone terminal of the user;
- (5) Potential for fulfilling transactions or promises made through the use of the Applications;
- (6) Any losses and damages whatsoever arising from operations (including erroneous operations) performed by the user;

(7) All losses and damages whatsoever arising from provision and reception of personal information conducted by using the Applications.

#### Article 9: Compensation for Damages

The Company shall not bear any responsibility whatsoever to compensate for damages incurred by the user or a third party in relation with the use of the Applications, except for cases stipulated by the Terms of Service for the Main Service or the Terms of Use.

#### Article 10: Distribution of Information

The Company displays information considered beneficial for the user in relation to the use of the Application (i.e. such information relating to the Application, including such information as advertisements relating to products and services provided by the Company or a third party (hereinafter referred to as the “Notices”)) through push notification on the mobile phone terminal.

Section 2. The Company shall reserve the right to transmit information relating to the operation of the Applications or the Main Service, including those described in the preceding section, to the email address registered by the user.

Section 3. The Company may send information pertaining to other services provided by the Company other than those described by preceding sections, to the email address registered by the user.

#### Article 11: Handling of Information Pertaining to Users

To use the Applications, the user shall consent to the Company acquiring and using the name, address, phone number, email address, mobile phone mail address, nationality, passport number and other contact details, as well as date of birth, gender and credit card information of the user to manage users, to provide the Applications and to provide the Main Service, as well as to distribute information stipulated under Article 10, to settle the fees for onerous charging, and to analyze usage status and the like for the purpose of improving quality of the Applications.

Section 2. The Company shall handle personal information of users according to the privacy policy disclosed separately by the Company.

Section 3. The Company shall have the right to acquire information on the user’s web browser use history of the mobile phone terminal on which the Application is installed, such as search keywords, types of web browser used on the mobile phone terminal and accessed URL only when approved by the user. The Company shall analyze such data for the purpose of improving quality of the

Application and the Main Service, as well as for development of new services. The Company may also provide such use history, after processing the data in such a way that reverse decoding is not possible on the nationality, date of birth and gender as stipulated in Section 1, which is then processed for statistical purposes and then encrypted, to third parties.

Article 12: Governing Law and Agreed Competent Court of Jurisdiction

The governing law of the Terms of Use shall be the laws of Japan. Furthermore, all disputes whatsoever that may arise between users and the Company in relation to the Terms of Use shall all be filed with the District Court of Tokyo, which is the agreed competent court of jurisdiction for the first trial.

Article 13: Priority Language

The original of the Terms of Use shall be the Japanese version, which takes precedence over versions of all other languages, irrespective of what other languages the Terms of Use is translated into.

Supplementary Provisions

(Execution date)

The Terms of Use shall take on effect starting on January 22, 2018.

(Execution date)

This amended stipulation shall take on effect starting on July 6, 2018.