



Partner Terms and Conditions - TourinJapan.com

Tokyo, 4th of February 2020

Contents

1. Enrollment of the Partner.....	2
2. The Service provided by TourinJapan.com	2
3. Obligations of the Partner	2
4. Booking.....	3
5. Cancellations	3
6. Customer Complaints.....	4
7. Commission Payment to TourinJapan.com and Payment.....	4
8. Liability of the Partner and Indemnification.....	4
9. Intellectual Property and marketing.....	5
10. Term and Termination and Amendment.....	5

TourinJapan.com, located at 〒171-0022 東京都豊島区南池袋 3 丁目-5 is brand under the company BMEDIA KK.

"TourinJapan.com" or "us" runs an Internet booking platform available via the www.tourinJapan.com website. The Platform provides tour operators, activity organizers, ("Partner") to offer sightseeing tours, leisure activities, and other tourism services to end customers, and to conclude contracts directly with Customers.

TourInJapan.com only provides the Platform to allow Partners to offer and to directly sell their Services to Customers. TourinJapan.com operates as a commercial agent allowed and by Partner. TourinJapan.com, within an intermediary agreement with a Customer, will help the purchase of Services from Partner by that Customer; nevertheless, in no circumstance shall TourinJapan.com be considered a party to any agreement whereby a Customer buying Services from Partner.

1. Enrollment of the Partner

1.1 In the course of registration on the Platform, the Partner accepts the Conditions by clicking the **“I have read the above terms and agree”** button. The Partner is entitled to offer his Services through the Platform.

1.2 The Partner shall offer and give his Services as an entrepreneur according to the relevant tax regulations of Japan.

2. The Service provided by TourinJapan.com

2.1 Partner authorizes TourinJapan.com through the use of sub-agents, to offer Services to Customers on Partner’s behalf, conclude contracts with Customers in the name of and on behalf of Partner, collect payments from Customers for the Services.

2.2 Partner authorizes TourinJapan.com’s third-party payment service provider to permit the transfer of funds to and from Partner’s payment accounts.

2.3 The Partners TourinJapan.com is entitled to appoint so-called “test shoppers” up to 3 (Tree) times per year. In these cases of settled bookings, the Partner is committed to pay back any booking charges to TourinJapan.com.

3. Obligations of the Partner

3.1 The Partner may be held liable for all Customers’ claims based upon alleged inaccuracies of information as displayed on the Platform (such as information about Services or prices).

3.2 The Partner will provide Customers with all required information for the accomplishment of the Service (e.g. meeting point and time etc.) in advance. The Partner is required to check the e-mails stated in the Partner Account at least once per day. The Partner is responsible for the inclusion of his general terms and conditions.

3.3 The availability, amenities for your Service, and obligatory fees you make available through the Platform have to be equal to or better than what you make available through your own channels.

3.4 The Partner shall contract a liability insurance which insures all Services that are offered through the Platform. It is required to agree upon an insurance sum that is appropriate for the given booking volumes and risk.

3.5 The prices provided by the Partner shall include and show separately VAT, sales taxes and such other applicable national taxes.

3.6 Partner awards TourinJapan.com the liberty to change free of charge the date and the time of Service as well as the number of persons attending the Service, up to 5 hours after a Customer booked a Service.

4. Booking

4.1 The Partner is accountable for assuring that the furnished pieces of information are up-to-date. Revised, canceled, or invalid Services must be deleted immediately.

4.2 It must be clear from the Service description that the Partner offers the Services in his own name and in his own liability. The Services must be granted under the used company and brand name.

5. Cancellations

5.1 The Partner is informed and consents that Customers are authorized to cancel their booking free of charge up to 24 (twenty-four) hours before the booked date of Service. There will be no payment received by the Partner. If Customers cancel the booked Services less than 24 (twenty-four) hours before the date of Service Customers are obliged to pay the full price of the Service, which is transferred to the Partner, minus the commission. We prefer a 24 (twenty-four) hours policy for canceling nevertheless the partner can choose more than 24h or no canceling. The partner and TourinJapan.com agreed that it's easier for the customer to make a last-minute booking if they know that canceling of booking is free of charge up to 24 (twenty-four) hours before the booked date of Service.

5.2 In the event the Partner cancels a booking for whatever cause he shall completely refund Customers unless otherwise agreed between the Partner and Customer.

5.3 If Partner fails to fulfill or cancels Services that have been booked by Customers, Partner agrees that TourinJapan.com may make a full refund to the affected Customer and deduct the expense of the refund from any amount due to the Partner.

5.4 In case of "Force Majeure", which are circumstances beyond the Parties' reasonable control, natural catastrophe, Typhoon, earthquake or war, an act of terrorism, interruption of electricity and strikes, either Party may suspend or end this Agreement. Partner shall allow Customers to return purchased tickets for a full refund if a force majeure situation occurs at the travel destination, regardless of whether Partner continues to provide Services during the affected period. TourinJapan.com will process the refunds and transmit them to affected Customers. In the event that Partner cancels the Service due to the occurrence of Force Majeure, he must inform the Customer Service of TourinJapan.com as soon as possible.

6. Customer Complaints

6.1 Complaints or claims in regard of the Partner made by Customers are to be dealt with by the Partner as TourinJapan.com is not accountable for such claims from Customers.

7. Commission Payment to TourinJapan.com and Payment

7.1 Partner agrees to pay TourinJapan.com a fix commission for the brokering of contracts with Customers is understood to be plus any statutory value-added tax.

7.2 TourinJapan.com invoices its commission to the Partner on the 4th (fourth) working day of each month, taking into account all bookings that have been carried out during the previous month and offsets the commission against with Customer's payment. The remaining balance as outlined on note described on the invoice will be wired to the Partner's bank account.

7.3 The Partner will be notified via e-mail once the payment of Customers for the Partner's Service has been confirmed.

The payment date for the year 2020:

Monday, April 6, 2020
Wednesday, May 6, 2020
Thursday, June 4, 2020
Monday, July 6, 2020
Tuesday, August 4, 2020
Friday, September 4, 2020
Monday, October 5, 2020
Wednesday, November 4, 2020
Friday, December 4, 2020

8. Liability of the Partner and Indemnification

8.1 The partner shall contract a liability insurance in Japan and send a proof by email to the platform.

8.2 The Partner agrees, at his expense, and on an after-tax basis, to indemnify, defend, and hold harmless TourinJapan.com, each of its affiliates and any of TourinJapan.com's or any of its affiliates' officers, directors, employees, or agents or TourinJapan.com's third party distribution partners against any third-party claim, action, loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses).

8.3 TourinJapan.com makes no representations or warranties regarding the Platform, including any temporary or permanent interruption of the operation of the Platform.

9. Intellectual Property and marketing

9.1 The Partner grants TourinJapan.com a non-exclusive, royalty-free and worldwide right and license to use, reproduce, distribute, sublicense, communicate the content.

9.2 TourinJapan.com is entitled to promote the Services of the Partner using the Partner's name(s) in online marketing, including e-mail marketing.

10. Term and Termination and Amendment

10.1 The Contract is concluded for an indefinite period. The Partner and TourinJapan.com may end the Contract at any time and without cause. Remaining confirmed bookings shall be executed as planned.

10.2 TourinJapan.com reserves the right to change and impose new or additional terms and conditions to this Contract at any time. TourinJapan.com will notify the Partner with a message about any changes in this Contract.