

Host Terms and Conditions

Rakuten Travel Experiences (hereinafter referred to as "Rakuten Travel Experiences", "we" or "us") hosts travel-related products and services (hereinafter referred to as "Host Services") such as travel experiences, restaurant reservations, and tickets for tourist facilities by businesses (hereinafter referred to as the "Host", "Hosts", or "you") on the Rakuten Travel Experiences [Website](#) (hereinafter referred to as the "Rakuten Travel Experiences Platform"), and provides Host Services (including services provided on a consignment basis) to Guests (hereinafter referred to as the "Guest" or "Guests") on the Rakuten Travel Experiences Platform. Guests can book or purchase Host Services through the Rakuten Travel Experiences Platform (this service is hereinafter referred to as the "Service").

The Rakuten Travel Experiences Platform and the Service is owned and provided by Rakuten Group, Inc. (hereinafter referred to as "our company"), founded in Japan. For more information and contact information about our company, here (<https://experiences-travel.faq.rakuten.net/host-en/s/ask>) Please refer to.

Article 1 (Host Specifications)

1. These Host Terms and Conditions (hereinafter referred to as the "Terms") apply to all Hosts using the Rakuten Travel Experiences Platform and/or the Service to provide Host Services(including services provided on a consignment basis) to Guests and establish the contractual relationship between the Host and the Rakuten Travel Experiences. By using the Rakuten Travel Experiences Platform and/or the Service, the Host warrants that they have read, understood and agreed to these Terms. In addition to these Terms, the Host shall comply with the sub-terms, rules and guidelines of these Terms, and the [Privacy Policy](#) of our company (hereinafter referred to as the "Company Agreements").
2. We reserve the right, at our own discretion, to modify or amend Company Agreements. Hosts are required to access this page on a regular basis, check the latest versions of Company Agreements, and be aware of the changes. When we make revisions to Company Agreements, the revisions will be posted on the Rakuten Travel Experiences Platform and updated. Continuation of use of the revised Rakuten Travel Experiences Platform and the Service by Hosts is deemed to demonstrate agreement with the latest Company Agreements. If you do not agree to abide by the revised Company Agreements, please refrain from using the Rakuten Travel Experiences Platform and the Service.
3. The Host may enter into a separate agreement (hereinafter referred to as an "Individual Contract") in writing separately agreed between the Host and Rakuten Travel Experiences. In the event of any conflict between these Terms and the Individual Contract, the provisions of the Individual Contract shall prevail with respect to any conflicting provisions, unless otherwise provided.
4. The Japanese language is the authentic text of all Company Agreements, including these Terms. Company Agreements translated into English or other languages are for reference only and are not valid.

Article 2 (Service Provisions)

1. We may change, discontinue or discontinue all or part of the Rakuten Travel Experiences Platform or the Service without prior notice. The Host agrees that we shall not be liable to the Host or any third party for any changes, cancellations or discontinuations of Rakuten Travel Experiences Platform and the Service except as a result of our willful misconduct or gross negligence.
2. The Host acknowledges in advance that the Rakuten Travel Experiences Platform and/or the Service may be suspended for a certain period due to the following reasons, and will not request from Rakuten Travel Experiences any refunds or compensations for any damage resulting from the suspension of the Service.
 - (a) Suspension for inspection, repair, repair, improvement, etc. of our company's servers, software, etc.
 - (b) Performance of updates to the Rakuten Travel Experiences Platform or the Service
 - (c) Failure at a telecommunications company, suspension due to an accident or failure of computers, communication lines, etc.
 - (d) Natural disaster(s)
 - (e) Suspension due to other reasons deemed unavoidable by us
3. By listing Host Services on the Rakuten Travel Experiences Platform, the Host may ask us to find Guests or delegate the sale of their Host Services.
4. We may, at our sole discretion, plan and sell products (hereinafter referred to as "Company Products") including hosting services on the Rakuten Travel Experiences Platform in accordance with an agreement with Host separately.
5. The Host shall grant representation and other necessary authority to us to perform the services set forth in Sections 3 and 4 of this Article.
6. Our Service does not guarantee any number of Host Service reservations or sales.

Article 3 (Account Registration and Management)

- 1.Hosts must register a Rakuten Travel Experiences account (Hereinafter referred to as a "Host Account") to use the Service. Those who wish to register for a Host Account ("Applicants") agree to these Terms and apply to register for a Host Account by registering the information required to use the Service in the manner specified by our company. In addition, information, materials and other submissions designated by us may need to be submitted separately.
- 2.Applicants acknowledge in advance that after applying to for a Host Account, we will perform a review. Depending on the result of this review, we may not issue a Host Account pursuant to this Article and this Agreement may not be executed. In addition, even if this Agreement is not executed, we shall not be obligated to disclose or explain the reason to the Applicant, and shall not be liable in any way.
- 3.Hosts agree to provide and maintain true, accurate, current, and complete information about themselves in their Host Accounts
- 4.A Host cannot register more than one Host Account without our prior written permission. You cannot assign or otherwise transfer your Host Account to another Host or Applicant.
- 5.The Host is responsible for maintaining the confidentiality of the information and passwords associated with their Host Account, and for all activities that occur using the Host Account's details and/or password. The Host agrees to (i) immediately notify us of any unauthorized use of their Host Account or password, or any other security breach, and (ii) log out of their Host Account at the end of each session. We shall not be liable for any loss or damage caused by a Host's non-compliance with the Terms, except in the case of our willful misconduct or negligence.
6. If any changes are made to the information submitted to us at the time of or after the application for a Host Account, the Host must submit a notification to that effect without delay and update their Host Account information, in accordance with the method specified by us.

7. When a Host Account is issued, we issue an ID to the Host that is necessary for management system use. The Host shall set their own password in the manner prescribed by us.

7. The Host shall manage the ID and password issued in accordance with the preceding paragraph so as not to let it be known to third parties, and shall take measures to prevent the theft of the ID and password, such as periodically changing the password.

8. Any access to or use of the Rakuten Travel Experiences system using an ID and password registered with us as that of the Host may be deemed to be legitimate access and use. We are not responsible for identity theft, password misuse, or other incidents.

Article 4 (Posting of Host Services)

1. If a Host wishes to list Host Services on the Rakuten Travel Experience Platform, they must provide us with their Host Profile information and the information that will be available on the Rakuten Travel Experiences Platform (hereinafter referred to as "Published Information"). Hosts must also always comply with all quality standards imposed by Rakuten Travel Experiences. We reserve the right, at our sole discretion, to determine whether the Host or the Host Services will be made available on the Rakuten Travel Experiences Platform.
2. When registering or updating your Host Profile or any Published Information, you must use the method designated by us and agree to the following items.
 - (a) Provide complete and accurate information about the Host Profile and the Host Services (e.g. product and service descriptions, photos, locations, calendar availability, etc)
 - (b) Disclose all deficiencies, limitations (e.g. house rules, dress codes, etc.) and requirements (e.g. age, proficiency, aptitude requirements, etc.)
 - (c) Provide any other relevant information required by us
 - (d) Take responsibility for keeping published information (including calendar availability) up to date
3. If the Host is unable to carry out registration or changes as set forth in the preceding paragraph by themselves, they may request that we do so for them. If we accept the request, we will carry out registrations or changes as set forth in the preceding paragraph on the Host's behalf.
4. Images, animations or videos (hereinafter referred to as "Graphics") used in the Published Information must accurately reflect the quality and condition of the Host Services. We reserve the right to require a minimum number of Graphics to be published in a particular format, size, or resolution.
5. The Host represents and warrants that all information, including Graphics, published on the Rakuten Travel Experiences Platform will not infringe the intellectual property rights or other property rights of third parties.
6. All terms and conditions contained in the Published Information must be consistent with these Terms. If a Host intends to apply a paid cancellation policy to a host service, the Host shall set the cancellation policy in advance in the manner prescribed by us, and we shall not be liable for any damage caused by the Host failing to set the appropriate cancellation policy. The same applies if the Host changes the cancellation policy after initial publication. In addition, pursuant to the provisions of the following paragraph, the Host acknowledges that when we provide listing information to affiliates (travel agencies and others with whom we cooperate), we may change the content of the listing to the extent that the cancellation policy set by the Host is satisfied.
7. All intellectual property rights contained in the Published Information belong to the Host or its licensors. The Host agrees to grant us and our company a worldwide, non-exclusive, free, sublicensable and transferable license to reproduce, display, distribute, modify, adapt, publish, translate and create derivative works from all Published Information, electronically or otherwise, for the purpose of providing partner suppliers and channels with the Rakuten Travel Experiences Platform and the Service, and for the purpose of promoting and marketing the Rakuten Travel Experiences Platform and the Service.
8. Hosts shall not provide any third party with their Host Profile information created by Rakuten Travel Experiences, or other Hosts' Host Profiles and other Published Information on the Rakuten Travel Experiences Platform without our prior written consent.
9. We reserve the right at any time, without prior notice, to modify the contents of a Host Profile and any information published on the Rakuten Travel Experiences Platform. In addition, we may, at any time, suspend or remove the listing of Host Services and discontinue all or any part of the Host Services under these Terms in the event of the following.
 - (a) The Host violates Company Agreements
 - (b) The Host falls under any items described in Article 9
 - (c) The Host falls under any of the items described in paragraph 4 of Article 14
 - (d) We determine that the nature or quality of the service has deteriorated significantly due to construction, reconstruction, extension, etc. of facilities, changes in equipment used for the Host Services, or any other circumstances, following a complaint by a Guest
 - (e) The Host has a very poor reputation (i.e. consistent negative feedback) for providing Host Services
 - (f) We determine that it is inappropriate to continue mediation of Guests or to conduct sales

The Host shall provide Host Services in accordance with these Terms for reservations made prior to the suspension measures set forth in the preceding paragraph.

Article 5 (Reservations)

1. If a guest makes a reservation (hereinafter collectively referred to as a "Guest Reservation") for Host Services through the Rakuten Travel Experiences Platform, we will provide the following details to the Host in a manner specified by us. The Host shall agree to receive the following details by electronic means (e.g. email) in lieu of hard-copy notifications.
 - (a) Guest's full name
 - (b) Host Services to be provided
 - (c) Date and time of the Host Services provision

- (d) Quantity of Host Services to be provided
 - (e) Other details relating to or required by us
2. If a Host accepts a Guest Reservation and either through Rakuten Travel Experiences or directly notifies a Guest that a reservation has been made, a contract for the use of Host Services shall be established between the Guest and the Host, and the Host shall provide Host Services to the Guest as described at the time of reservation.

Article 6 (Host Responsibilities)

1. The Host shall provide Host Services in accordance with the Published Information upon which the Guest relies to make reservations.
2. If a Guest has booked Host Services, the Guest may not be required to pay more than the list price displayed on the Rakuten Travel Experiences Platform. [*]The Host shall be responsible for all expenses necessary to provide Host Services and shall not be able to charge the us or the Guest for any increase in such expenses and expenses.
3. The Host hereby represents and warrants that the Published Information, reservation and/or provision of Host Services as posted on or provided for Rakuten Travel Experiences, is in accordance with the following items. The Host shall be responsible for their own acts or omissions.
 - (a) Contracts concluded with a third party shall not be violated.
 - (b) Hosts shall fulfill the requirements of and comply with all applicable laws, tax requirements, and other regulations (refers to the necessary permissions and licenses. Hereinafter referred to as "Laws and Regulations") of the location where the Host Services are provided
 - (c) There shall be no infringement of the rights of third parties
4. The Host shall ensure that they have appropriately obtained any necessary permission, notification, license or other necessary permission or authority pursuant to Laws and Regulations when providing Host Services, that they comply with Laws and Regulations and other guidelines, and have appropriately contracted with a third party.
5. When a Host posts information about or listings of Host Services, the Host must ensure that the Guest has sufficient information about:
 - (a) Risks specific to those Host Services
 - (b) Minimum age, relevant skills, health and other participation requirements
 - (c) In addition to what is listed in the preceding two items, matters that require knowledge in order to safely or appropriately participate in Host Services (e.g. dress codes, equipment, special certifications or licenses, etc.)
 - (d) Information that should be provided to the Guest in accordance with legislation or relevant guidelines in light of the nature of the Host Services
5. The Host must provide Host Services directly, and a third party cannot provide Host Services on behalf of the Host unless the third party obtains our prior consent. If the Host entrusts all or part of the performance of the Host Services to a third party (including third parties designated by us), the Host shall notify us of the third party's name and other information, as well as the reason for the entrustment, and obtain approval from us.
6. We recommend that Hosts have adequate insurance coverage for Host Services. Please review each policy carefully to ensure that you understand the exclusions and disclaimers that apply to that policy. This includes, but is not limited to, whether the insurance policy covers acts or omissions of Guests (and other individuals booked by Guests) while using the Host Services.
7. The Host shall promptly notify us if they cannot fulfill the Guest's reservation. If any refund is made to the Guest as a result of the Host's failure to fulfill the reservation, the Host shall be liable for such refund and shall be liable for any damages suffered by Rakuten.
8. When a Host receives a Guest complaint about its Host Services, they shall immediately notify us in the event of an incident or incidents.

Article 7 (Pricing of Host Services)

1. The price of Host Services provided by the Host on the Rakuten Travel Experiences Platform shall be agreed upon between us and the Host prior to the publication of Published Information. As the provider of the Rakuten Travel Experiences Platform, we may charge fees for listing and selling Host Services and Company Products.
2. Any additional costs incurred by the Guest to take advantage of certain additional options within Host Services must be stated in the Published Information, or the Guest must be notified in advance that the price paid does not include the price of the option.
3. We shall be able to determine the price of Company Products. When we do so, we shall pay the Host a separately agreed price for Host Services.
4. We may, at our own discretion, charge a fee (hereinafter "Company Fee ") to the Guest for selling the Host Service. The Company Fee is determined at our own discretion and the Host shall not be able to challenge the Company Fee.

Article 8 (Method of Payment)

1. Guests pay for services such as Host Services through the Rakuten Travel Experiences Platform according to the payment method specified by us. We will receive it on behalf of the Host and pay it to the Host. If we charge the Host a fee, we will pay the amount that we receive from the Guest or affiliated channel on behalf of the Host, or the consideration for Host Services under Article 7.3 less any applicable fees, by transfer to the designated bank account of the Host no later than the end of the month following the month in which the Host Services were properly performed. This payment is contingent on receiving no complaints from Guests about the quality or performance of the Host Services.
2. In the event that the content of a reservation for an affiliated channel is changed or canceled due to reasons particular to the affiliated channel or to a Guest, we shall request and receive a change fee prescribed by the Host relating to such change or cancellation in accordance with the policy for paid cancellation set by the Host pursuant to the provisions of Article 4, Paragraph 6. However, if the terms of Article 4, Paragraph 6 are applicable, they shall be deemed to be modified by our company.

3. Aside from the change or cancellation of the Host Service or the reservation made through the Rakuten Travel Experiences Platform, the Host shall receive the payment directly from the Guest for the Host Services or their accompanying services that the Guest directly requested on the day of Host Services provision, and we shall not be involved in the payment.
4. All payments for Host Services' fees and commissions between us and the Host shall be calculated and billed in the currency agreed upon in advance between us and the Host.
5. The Host acknowledges that we shall not disclose any credit card information (card number, expiration date, etc.) received from Guests via the Rakuten Travel Experiences Platform to Hosts for any reason whatsoever.
6. In the event that we fail to collect, are requested to refund (this includes, but is not limited to, the following circumstances), or are denied settlement by a settlement operator affiliated with our company (hereinafter referred to as the "Settlement Operator"), we shall not be liable for payment of such fees under Paragraph 1. If we have already paid such fees to the Host, we may request that the Host refund such fees. However, this shall not apply to cases separately determined by our company.
 - (a) If someone impersonates a Guest and makes a reservation for Host Services
 - (b) In the event that the entity making a reservation violates a contract with Rakuten Travel Experiences or an affiliated party
 - (c) Due to reason relating to a contract between Rakuten Travel Experiences and an affiliated party

Article 8-2 (Rakuten Points)

1. The term "Rakuten Points" as used in this document refers to Rakuten Points granted through the loyalty program (hereinafter referred to as the "Program") provided by Rakuten to registered Rakuten members (hereinafter referred to as a "Rakuten Member" or "Rakuten Members"). The contents of the Program shall be determined by us based on these Terms, the Rakuten Point Terms of Use (for members) and other regulations.
2. If a Guest (Referring to Rakuten Members only. The same shall apply hereinafter in this document.) has actually used Host Services and paid in a transaction eligible for Rakuten Points (hereinafter referred to as an "Eligible Transaction") for which the Guest has made an application or reservation through the Rakuten Travel Experiences Platform using a method designated by us, we will, at our own expense, grant the Guest points equal to the value of the Eligible Transaction multiplied by the grant rate determined by Rakuten. Any decimal points shall be rounded down.
3. If a Guest pays fees for Host Services in a manner designated by us (transactions for the Host Services subject to such payments are referred to as a "Transaction Subject to Use"), the Guest may use the Rakuten Points held by the Guest at the conversion rate determined by us, and the Host shall accept such Rakuten Points. If a Rakuten Member uses Rakuten Points to pay for a transaction, Rakuten will calculate the number of points used and the cash conversion rate determined (hereinafter referred to as "Settlement Money") for each month and pay the amount together with the amount stipulated in Paragraph 1 of the preceding article.
4. If there is a cancellation or a change in the value of a Transaction Subject to Use via a request from a Guest during the period until the usage closing date, the Host shall contact us about the cancellation or the change in the manner prescribed by us and take action. Following the Host's notification, the point usage for the Eligible Transaction shall be cancelled or changed.
5. If a Guest uses points for a part of the price of a Transaction Subject to Use, and the fee shall be reduced due to the cancellation or change of the Transaction Subject to Use set forth in the preceding paragraph. The payment shall be refunded by another payment method first, and if there is still a shortage in the amount that needs to be refunded, the point usage shall be cancelled with respect to the shortfall.
6. If the amount of the Transaction Subject to Use is increased due to the change of the Transaction Subject to Use in accordance with Paragraph 4 of this document, the payment of the increased amount shall be made by another method.
7. The Host shall not subject the Guest to any discriminatory treatment to discourage the use of points, such as rejecting the use of the points, requesting that the Guest change the payment method to another payment method, applying the accommodation fee and other conditions separately from the desired payment method, or imposing restrictions other than those set by us on the amount of points useable in a transaction.
8. If the Host provides a program or service similar to Rakuten Points to the Guest itself, the Host shall provide sufficient indication and explanation so that the Guest will not be confused or misled.

Article 9 (Prohibitions)

1. The Host shall not engage in any of the following acts in connection with the use of the Rakuten Travel Experiences Platform.
 - (a) Making false reports to us or our company
 - (b) Acts in violation of laws and regulations
 - (c) Acts that lead to or may lead to crime
 - (d) Acts against public order and morals
 - (e) Acts that violate the voluntary standards set by the Japan Association of Travel Agents and other industry associations
 - (f) Acts which may cause errors in consumers' judgment
 - (g) Any act which infringes on property rights (including intellectual property rights), infringes on privacy, or causes or is likely to cause harm, such as slander, to Rakuten Travel Experiences, another Host, or a third party
 - (h) Soliciting reservations or advertising the provision of other services outside of the Rakuten Travel Experiences Platform
 - (i) Advertising a reservation system other than the Rakuten Travel Experiences Platform
 - (j) Any act which interferes with the operation and maintenance of our company's services (including, but is not limited to, the Rakuten Travel Experiences Platform)
 - (k) Falsifying information that can be used in relation to the Rakuten Travel Experiences Platform and/or its management system
 - (l) Transmitting or writing harmful computer programs, etc.
 - (m) Leakage of management system specifications to third parties such as other companies in the same industry as Rakuten Travel Experiences
 - (n) Advertising or soliciting, such as posting or transmitting affiliate advertising, that is not related to receiving a reservation or purchase of Host Services, unless previously approved by us
 - (o) Any other act which we deem inappropriate

Article 10 (Confidentiality Obligation)

1. Neither Hosts nor Rakuten Travel Experiences shall disclose or divulge to any third party any confidential information relating to the other party which they have come to know in connection with these Terms, such as the mediation of Guests under these Terms, the use of the Rakuten Travel Experiences Platform, or any other use for any purpose other than the purpose of these Terms. Provided, however, that this shall not preclude us from disclosing or exchanging information, including personal information relating to the Host, to any judicial, administrative or equivalent agency, if required to do so by laws and regulations, or to any of Rakuten Group, Inc.'s companies or affiliated companies with which Rakuten Travel Experiences has entered into a confidentiality agreement, when we deem it necessary for the protection of the rights, property or the operation of the Rakuten Travel Experiences Platform, Guests, other Hosts or third parties.
2. Confidential information does not include information that falls under any of the following items:
 - (a) That which is already in the public domain before it is known to the other party
 - (b) That which has become known to the public through no fault of its own after it has become known to the other party
 - (c) That which was already in one party's possession before it was known to the other
 - (d) That which was obtained without obligation of confidentiality from a third party with legitimate authority
3. The confidentiality obligation set forth in Paragraph 1 of this Article shall continue for two (2) years after the termination of these Terms.
4. The Host shall not disclose, provide or have a third party handle any personal information of the Guest, their family or other Guests obtained in the course of responding to the Guest (hereinafter referred to as "Guest Information"), and shall not use the Service for any purpose other than the provision of Host Services to Guests.

The Host shall handle Guest Information in accordance with our company's [Data Processing Addendum](#) and all applicable national laws and regulations governing the protection of personal data.

5. The Host shall comply with their obligations as a personal information-handling business operator under the said Act with respect to Guest Information obtained pursuant to this Agreement, regardless of whether or not the Host falls under the category of a personal information-handling business operator under the laws concerning the protection of personal information.
6. The Host shall be fully aware that the leakage of Guest Information may have a serious impact on Rakuten Travel Experiences, such as damage to credit, and shall take necessary measures to prevent the leakage of Guest Information to the outside world, such as establishing appropriate methods to store and dispose of Guest Information, appointing a person in charge of information management, and conducting relevant employee education. In the event that Guest Information is leaked from the Host to others, the Host shall be liable for all damages and expenses (including attorney's fees) incurred by us as a result thereof, whether intentionally or negligently.
7. The provisions of Sections 4, 6 and 7 of this Article shall remain in force after the termination of this Agreement.
8. Notwithstanding the provisions of the preceding paragraphs of this Article, we reserve the right to share any Host Information (including confidential information. Hereinafter referred to as "Host Information") which we may come to know in connection with these Terms, including, but not limited to, the arrangement of Guests under these Terms, the use of the Rakuten Travel Experiences Platform, and any other Host Information with other companies within Rakuten Group, Inc., and to the extent that companies within Rakuten Group, Inc. propose, offer, introduce, or use the Service for any purpose connected therewith.

Article 11 (Discharge)

1. The Host agrees to indemnify and hold us (including our directors, employees, representatives, and affiliates) harmless from and against any and all damages, costs (including reasonable attorneys' fees), rights, claims or legal actions of any kind arising out of or in connection with the Rakuten Travel Experiences Platform or the Service, Host listings, Published Information, Host Services and provision thereof, violations of these and other Company Agreements and other violations of rights.
2. We may participate in any claim or negotiation for legal action and settlement as necessary. The Host shall not enter into any settlement that may adversely affect the rights or obligations of Rakuten Travel Experiences without our prior written approval. At our own expense, we are entitled to assume exclusive defense and control of any claim or legal action upon notice to Host.

Article 12 (Limitation of Liability)

1. The Host agrees and acknowledges that we shall not be liable for any damages suffered by the Guest in the course of provision of Host Services, and that the Host shall be fully liable for such damages incurred by the Guest, except as a result of our negligence or default under these Terms.
2. In the event that a complaint or claim regarding damage is received from a Guest or a third party in connection with Host Services, the Host shall be liable for such complaint or claim and all costs associated therewith.

Article 13 (Duty to Give Notice)

The Host shall immediately notify us if any of the following occur. Any damage caused by the absence of notification shall be borne by the Host.

- (a) When exiting business
- (b) When changing trade name or corporate name
- (c) When changing representative
- (d) When there is a transfer of management right or goodwill, or when a shareholder who owns a substantial majority of voting rights changes

- (f) In the event that some or all of the registered facilities or services are closed, or in the event that business is resumed
- (g) If the Host has received a recommendation, guidance or disposition from a relevant public agency in accordance with laws and regulations related to business
- (h) In the event that permission, approval, registration, notification, certification or certification by a public agency or public organization related to business cannot be obtained due to circumstances such as revocation, dismissal, refusal of renewal, non-acceptance, etc.
- (i) In the event that a Guest (not limited to a Guest who made a reservation via our company) dies or suffers serious bodily injury at a facility or service registered by the Host, or in the event of a food poisoning accident, etc.
- (j) When intending to file a petition for the commencement of bankruptcy proceedings, commencement of special liquidation, commencement of civil rehabilitation proceedings, or commencement of corporate reorganization proceedings

Article 14 (Termination of These Terms)

1. Either party may terminate these Terms at any time by giving one (1) month's prior written notice to the other party.
2. Termination of these Terms by either party shall take effect on the last day of the month following the month in which the other party receives the notice of termination (hereinafter referred to as the "Effective Date of Termination").
3. In the event of termination of these Terms, the Host shall provide the Guest with the Host Services as per the reservation and shall still perform their obligations under these Terms in respect of such reservation.
4. Notwithstanding Paragraph 1 of this document, Rakuten Travel Experiences may terminate the contract with the applicable Host immediately without prior notice if any of the following events occur:
 - (a) Any representations, warranties or statements made by the Host in connection with these Terms are not being complied with or prove to be inaccurate in material respects at the time they were made.
 - (b) The Host violates the conditions of one or more Company Agreements, and the violation falls under any of the following items:
 - i. When remediation is not possible
 - ii. Remediation is possible, but corrections are not made within 30 days of written notice to the Host
 - (c) A bankruptcy petition is filed against the Host for purposes other than reorganization or merger, a dissolution order is issued against the Host, or a receiver or administrator is appointed for all or part of the Host's business.
 - (d) In the event that it is found that an inappropriate, immoral, illegal act or action has been committed against a Guest
 - (e) In the event that the Host is found to have acted in a manner that undermines the credibility of the Rakuten Travel Experiences or infringes the operation of the Rakuten Travel Experiences Platform and/or the Service.
 - (f) The Host has been convicted of a criminal offence in a criminal actions or proceeding.
5. We shall have the right to cancel any unused Guest reservations made prior to any termination under Section 4 of this Article without payment or liability to the Host.
6. All provisions of our company Terms, etc. shall, by their nature, survive termination.

Article 15 (Intellectual Property Rights)

1. We grant the Host a non-exclusive license to use the Rakuten Travel Experiences Platform to the extent necessary for the provision of Host Services.
2. All patents, trademarks, copyrights, and other rights relating to Rakuten Travel Experiences and its management system belong to our company. However, our company does not warrant that the Rakuten Travel Experiences Platform or any use thereof will not infringe the rights of any third party.
3. We may, at our own discretion, modify the specifications of the Rakuten Travel Experiences Platform and upgrade the system.
4. The Host shall not modify, alter or reproduce any part of the Rakuten Travel Experiences Platform or any files or materials related thereto.
5. The Host shall, at its own responsibility and expense, procure the necessary hardware, software, network and other equipment to use the Rakuten Travel Experiences Platform.

Article 16 (Miscellaneous Provisions)

1. If any provision or any part thereof of these Terms or Company Agreements is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Any provision which is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part shall be deemed to have been deleted from our company statute.
2. Neither Rakuten Travel Experiences nor the Host shall be liable to the other party for any failure or delay in the performance of any provision of Company Agreements unless such failure or delay is caused by a cause beyond the reasonable control of the affected party (including, but not limited to, fire, flood, embargo, war, acts of war (with or without declaration of war), infectious diseases, terrorist acts, riots, civil commotion, strikes, lockouts and other labor disturbances, force majeure, omissions or delays by governmental authorities or other parties). The affected party shall notify the other party of any delay in performance due to force majeure and shall use its best efforts to minimize the duration and effect of the force majeure.
3. Our failure to enforce any provision of these Terms will not be considered a waiver of that provision or any subsequent provision of the Terms.
4. A person who is not a party to these Terms shall not have the right to enforce any of the conditions of the Terms.
5. The Terms may not be assigned, transferred or sublicensed by the Host without our prior written consent. We may transfer, assign or entrust our rights and obligations under these Terms and our Terms of Service without prior notice to the Host.
6. These Terms shall be governed by the laws of Japan to the extent permitted by law, regardless of the country in which the Host uses the Rakuten Travel Experiences Platform or the Service, or provides Host Services. If any dispute arises in connection with this Agreement, the Tokyo District Court shall be the exclusive jurisdiction of the first instance court.

Article 17 (Exclusion of Anti-Social Forces)

1. We and the Host warrants to each other that during the term of this Agreement they are not:
 - (a) A person for whom five years have not passed since they ceased to be an organized crime group, a member of an organized crime group, an associate member of an organized crime group, an enterprise associated with an organized crime group, a corporate racketeer, a socially-branded racketeering organization, a 'special intellectual violence group,' or any other person equivalent thereto (hereinafter collectively referred to as a "Member of an Organized Crime Group")
 - (b) A Member of an Organized Crime Group who has a relationship in which they are deemed to be substantially involved in management of such a group
 - (c) Having a relationship that is found to involve the use of a Member of an Organized Crime Group
 - (d) Having a relationship that is found to involve in providing funds, etc. or providing convenience, etc. to a Member of an Organized Crime Group
 - (e) An officer or a person substantially involved in management and/or has a socially reprehensible relationship with an organized crime group member, etc.
2. Rakuten Travel Experiences or the Host may terminate these Terms without notice or other action if the other party violates or is reasonably suspected of violating the provisions of the preceding paragraph. In such case, the terminating party shall not be liable for any explanation or disclosure to the other party regarding the content and grounds of reasonable doubt, and shall not be liable for any damage to the other party arising from or in connection with the termination of these Terms.

Article 18 (Inquiries)

1. If you have any questions regarding these Terms, please contact us at <https://experiences-travel.faq.rakuten.net/host-en/s/ask>

References

- The rate of Rakuten Pointss awarded pursuant to Article 8-2 (2) shall be per 100 yen (JPY) except as otherwise provided by our company.
- The method specified by our company in Article 8-2, Paragraph 2 refers to making a reservation after logging in as a Rakuten Member.
- In accordance with Article 8-2, Paragraph 3, the conversion rate for the use of points and the settlement of points shall be 1 yen (JPY) per point.

Established on November 11, 2021

Guest Review Guidelines for Hosts

These Guidelines establish the rules for compliance with the review service operated by Rakuten Travel Experiences for Hosts who have entered into the Rakuten Travel Experiences Host Terms and Conditions for the posting of Host Services on the Rakuten Travel Experiences Platform. Definitions of terms used in these Guidelines are the same as those used in the Host Terms and Conditions unless otherwise specified.

Article 1 (Guest Review Posting Service)

- 1.1. The Guest Review posting service allows Guests to post the information listed in the following items based on their actual experiences after using Host Service provided by the Host at locations designated by us on the Rakuten Travel Experiences Platform and at locations we deem appropriate.
 - (a) Content about Hosts and Host Services used by the Guest (includes text, evaluations based on scores, images, videos, etc and referred to as a "Guest Review")
 - (b) Any other information incidental or related to the preceding item

Article 2 (Copyright)

- 2.1. The copyright of the Guest Review belongs to the Guest who posted it (Hereinafter referred to as the "Contributor").
- 2.2. We make no warranty as to the accuracy, reliability, fitness for purpose, or legality of Guest Reviews.

Article 3 (Use of Guest Reviews)

- 3.1. Hosts can quote Guest Reviews referring to that Host's Host Services to the extent that we deem appropriate. However, Hosts may not edit or change the contents of a Guest Review.
- 3.2. If Hosts quote a Guest review as an introduction to or advertisement of their Host Services, that Guest Review is also considered part of the advertisement. Therefore, there is a possibility that the advertisement may be regulated by various laws such as the Act against Unjustifiable Premiums and Misleading Representations.
- 3.3. Any instructions or requests by us regarding the citation of Guest Reviews shall be subject to the Host's obligation.

Article 4 (Non-Publication, Editing and Deletion of Guest Reviews)

- 4.1. We may un-publish, edit, or delete any Guest Reviews which we consider to be in violation of our Guest Review Guidelines for Hosts or to be true at the time of posting, but to be different from the facts thereafter.
- 4.2. If a Host believes that a Guest review is not true, they shall notify us, including necessary materials such as images. Based on such materials, we shall consider responses to such Guest Reviews only when we can reasonably determine that there is a significant discrepancy with the facts.

Article 5 (Prohibited Matters)

- 5.1. The Host shall not perform any of the following in relation to Guest Reviews.
 - (a) Request that a Contributor change, delete, or post a Guest Review in exchange for money, gifts, etc., or conduct similar acts
 - (b) Offer money, gifts, etc. to Contributors in connection with well-rated Guest Reviews, or conduct similar acts
 - (c) Post a Guest Review about one of their own Host Services (includes Guest Reviews by employees, relatives, subcontractors and other related persons)
 - (d) Post a Guest Review with the intention of lowering the evaluation of Host Services provided by other Hosts (includes Guest Reviews by employees, relatives, subcontractors and other related persons)
 - (e) In addition to the preceding items, any act which we reasonably judge to be inappropriate.
- 5.2. If we determine that a Guest Review falls under the prohibitions in the preceding paragraph, we shall take such measures as deleting the Guest Review (we may also delete all Guest reviews on the listing page in question), informing the Guest that there was an improper Guest Review, terminating the contractual relationship based on the Host Terms and Conditions, and other measures as we deems necessary.

Article 6 (Translation)

- 6.1. We may translate any Guest Reviews posted in any language designated by us, but we do not warrant the accuracy, completeness or fitness for a particular purpose of the translated results in any manner whatsoever and we shall not be liable for any damages suffered by the Host as a result of such translations.

Article 7 (Miscellaneous Provisions)

- 7.1. In the event of any inquiry, claim, or claim (including but not limited to references by the Host under Article 3 and deletions under Article 4.) between the Host and the Contributor or or other third parties regarding the Guest Review, the responsibility of the Host shall be fulfilled.
- 7.2. Matters not stipulated in these Guidelines are subject to the provisions of the Host Terms and Conditions.